



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

September 16, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

DIRECT SALE OF VARIOUS PARCELS OF COUNTY SURPLUS REAL PROPERTY TOPANGA AREA, UNINCORPORATED LOS ANGELES COUNTY (THIRD DISTRICT) (3-VOTES)

SUBJECT

The purpose of the recommended action is to approve the direct sale of surplus County property to adjoining property owners in the Topanga area as authorized under Section 25526.7 of the California Government Code. The properties consist of unimproved land acquired in the 1950's as a result of tax default at minimal cost, and will be sold with deed restrictions limiting development.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that each of the County-owned real properties, as shown on the legal descriptions and maps, are no longer necessary for County or other public purposes and that each property's estimated sales price does not exceed \$100,000.
2. Approve the sale of the County's right, title and interest in the property located on Penny Road, south of Callon Drive, Topanga to adjoining landowners Kevin S. Reed and Justine E. Lewis for \$28,973 and instruct the Chair to execute the Quitclaim Deed and Sale and Purchase Agreement.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

"To Enrich Lives Through Effective And Caring Service"

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Intra-County Correspondence Sent Electronically Only***

3. Approve the sale of the County's right, title and interest in the property located on Penny Road, south of Callon Drive, Topanga to adjoining landowner Jonathan E. Sherin for \$59,691 and instruct the Chair to execute the Quitclaim Deed and Sale and Purchase Agreement.
4. Approve the sale of the County's right, title and interest in the property located on Penny Road, south of Callon Drive, Topanga to adjoining landowner William J. Buerge for \$12,000 and instruct the Chair to execute the Quitclaim Deed and Sale and Purchase Agreement.
5. Approve the sale of the County's right, title and interest in the property located on Penny Road, south of Callon Drive, Topanga to adjoining landowner Ronald M. Mesaros for \$35,305 and instruct the Chair to execute the Quitclaim Deed and Sale and Purchase Agreement.
6. Approve the sale of the County's right, title and interest in the property located on Penny Road, south of Callon Drive, Topanga to adjoining landowners Kevin S. Reed and Justine E. Lewis for \$21,387 and instruct the Chair to execute the Quitclaim Deed and Sale and Purchase Agreement.
7. Approve the sale of the County's right, title and interest in the property located on Callon Drive, Topanga to adjoining landowner Sarah Sutton for \$4,688 and instruct the Chair to execute the Quitclaim Deed and Sale and Purchase Agreement.
8. Approve the sale of the County's right, title and interest in the property located on Altaridge Drive, Topanga to adjoining landowners Ryan Victor and Stacy L. Waneka for \$3,358 and instruct the Chair to execute the Quitclaim Deed and Sale and Purchase Agreement.
9. Approve the sale of the County's right, title and interest in the property located on Altaridge Drive, Topanga to adjoining landowners Dale D. Menagh and Debra G. Rackear, Trustees of the Menagh/ Rackear Revocable Trust for \$4,142 and instruct the Chair to execute the Quitclaim Deed and Sale and Purchase Agreement.

10. Approve the sale of the County's right, title and interest in the property located in the vicinity of the 21000 Block of Hillside Drive, Topanga to adjoining landowners Kathleen M. Villim and Stephen A. Kirschner for \$16,300 and instruct the Chair to execute the Quitclaim Deed and Sale and Purchase Agreement.
11. Approve the sale of the County's right, title and interest in the property located in the vicinity of the 21000 Block of Hillside Drive, Topanga to adjoining landowners Lang- Wisdom Family Trust Agreement dated January 25, 2000 for \$15,200 and instruct the Chair to execute the Quitclaim Deed and Sale and Purchase Agreement.
12. Approve the sale of the County's right, title and interest in the property located in the vicinity of Cheney Drive, Topanga to adjoining landowners Morgan Runyon and Frances McGivern for \$35,165 and instruct the Chair to execute the Quitclaim Deed and Sale and Purchase Agreement.
13. Approve the sale of the County's right, title and interest in the property located in the vicinity of Cheney Drive, Topanga to adjoining landowner William J. Buerge for \$7,032 and instruct the Chair to execute the Quitclaim Deed and Sale and Purchase Agreement.
14. Approve the sale of the County's right, title and interest in the property located in the vicinity of Cheney Drive, Topanga to adjoining landowner Bill Holt for \$4,980 and instruct the Chair to execute the Quitclaim Deed and Sale and Purchase Agreement.
15. Approve the sale of the County's right, title and interest in the property located in the vicinity of Cheney Drive, Topanga to adjoining landowner Elena M. Roche for \$9,300 and instruct the Chair to execute the Quitclaim Deed and Sale and Purchase Agreement.
16. Approve the sale of the County's right, title and interest in the property located in the vicinity of Cheney Drive, Topanga to adjoining landowner Alberta Fay McNulty for \$27,016 and instruct the Chair to execute the Quitclaim Deed and Sale and Purchase Agreement.
17. Instruct the Auditor-Controller to deposit the proceeds of each sale into the Asset Development Implementation Fund.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to approve the direct sale of, and convey title to, unimproved surplus County-owned real properties in the Topanga Canyon area.

The subject parcels are part of 165 scattered acres that the County owns in the Topanga and Malibu area. Of this acreage, on July 24, 2007, the Board approved the sale of 109 acres to the Mountains Recreation and Conservation Authority, in accordance with the Public Resources Code. The remaining parcels, including the parcels that are the subject of this proposed Board action will be sold to private parties on a direct basis in accordance with State law.

These individual lots proposed to be sold totaling 6.85 acres were acquired by the County in the 1950's as a result of property tax defaults and have never been contemplated for use or development by the County. In each instance, the prospective buyers own adjoining property which is vacant or is used for residential purposes, and will be acquiring the County's parcel subject to a restriction precluding development of habitable structures on the parcels being acquired. All the parcels will contain a requirement that the parcels be held as one lot with each buyer's adjoining property.

The sale of the subject properties will eliminate any further County exposure to liability related to ownership of the properties, eliminate ongoing maintenance costs, return the properties to the tax rolls, and provide the County with funds that can be better allocated for the rehabilitation, purchase, or construction of other County facilities.

Implementation of Strategic Plan Goals

The proposed recommendations are consistent with the County Strategic Plan goals of service excellence and fiscal responsibility (Goals 1 and 4) by facilitating the sale of surplus real property that is responsive to the surrounding community while generating capital funds which could be used in capital projects and/or other investments in public infrastructure.

FISCAL IMPACT/FINANCING

Based upon sales of similar properties in the Topanga area, the CEO staff appraiser has determined that the sale amounts for these unimproved properties represent current fair market value, and that the value has been appropriately discounted to reflect the limitations on development that will be imposed by the County through the use of deed restrictions.

The combined sales prices for all 15 of the properties total \$284,537, averaging approximately \$41,538 per acre. The proceeds from these sales will be deposited into the County's Asset Development Implementation Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The sale of these properties directly to private parties is authorized by Section 25526.7 of the California Government Code, which authorizes the direct sale of surplus real property having an estimated sales price not exceeding \$100,000.

In accordance with your Board's policy, each deed reserves the mineral rights for the property to the County. Additionally, deed restrictions will be placed upon each property prohibiting, among other things, the development of habitable structures and allowing the County the opportunity to develop fire breaks on the property in the future. Additionally, as a condition of the sale, the homeowners will be required to combine and hold as one parcel the County lots being acquired with their existing lots.

As required by Government Code Section 65402, the proposed sales were submitted to the Department of Regional Planning which has jurisdiction for determining conformance with the adopted general plan. No objection to these sales was received.

Notice was also given to the appropriate public agencies of the proposed sale as required by Government Code Section 54222. None of the responses received notified the County of any intent to purchase or lease the properties.

County Counsel has reviewed the sale and purchase agreements and deeds related to the respective conveyances and has approved them as to form.

ENVIRONMENTAL DOCUMENTATION

The sale of surplus property is typically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15312 (Surplus Government Property Sales exemption). However, because the Topanga properties are located in an area of critical environmental sensitivity as identified in CEQA Guidelines Section 15206(b)(4); then unless certain conditions exist, which are not applicable here, the Section 15312 exemption is not applicable and an environmental finding must be made.

The Honorable Board of Supervisors
September 16, 2008
Page 6

On February 13, 2007, your Board considered the initial study of environmental factors prepared by the CEO for all surplus property sales in the Topanga area. At that time, a recommendation was adopted and a finding was made that the project, of which the subject sales are a part, will not have a significant effect on the environment; that the Negative Declaration prepared for the project reflected the independent judgment of the County; and that the project would not have any adverse effect on wildlife resources. In accordance with those findings, the CEO completed and filed a Department of Fish and Game No Effect Determination Form for the project. No further environmental findings are required.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The sale of subject properties will not impact any current services in the area.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors, return an executed Sale and Purchase Agreement and Quitclaim Deed for each property (total of fifteen) sold, and two certified copies of the Minute Order, and the adopted, stamped Board letter to the CEO Real Estate Division at 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH:DL
JSE:RH:lis

Attachments (3)

c: County Counsel
Auditor-Controller

ATTACHMENT 1
LEGAL DESCRIPTIONS AND MAPS

Legal Description Sale to Reed/Lewis

That Portion of Lot 15 of Tract No. 3729 as Per Map Recorded In Book 41 Pages 17 through 20 of Maps in the Office of the County of Los Angeles Recorder Described As Follows:

Lots 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, and 127 as Shown on Record of Survey Map Filed In Book 20 Page 34 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

Reserving and excepting to the County of Los Angeles for road purposes, but without the obligation of the County to build or maintain any road built thereon, those portions of the above described lots which are encumbered by a traversing dotted line as shown on record of survey map filed in book 20 page 34 and in book 20 page 43 of records of survey in the office of the County Recorder of the County of Los Angeles.

Legal Description Sale to Sherin

That Portion of Lot 15 of Tract No. 3729 as Per Map Recorded In Book 41 Pages 17 through 20 of Maps in the Office of the County of Los Angeles Recorder Described As Follows:

Lots 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, and 127 as Shown on Record of Survey Map Filed In Book 20 Page 34 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

Reserving and excepting to the County of Los Angeles for road purposes, but without the obligation of the County to build or maintain any road built thereon, those portions of the above described lots which are encumbered by a traversing dotted line as shown on record of survey map filed in book 20 page 34 and in book 20 page 43 of records of survey in the office of the County Recorder of the County of Los Angeles.

ATTACHMENT 1
LEGAL DESCRIPTIONS AND MAPS

Legal Description Sale to Buerge

That Portion of Lot 15 of Tract No. 3729 as Per Map Recorded In Book 41 Pages 17 through 20 of Maps in the Office of the County of Los Angeles Recorder Described As Follows:

Lots 237, 308, 309, 310, and 311 as Shown on Record of Survey Map Filed In Book 20 Page 43 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

Legal Description Sale to Mesaros

That portion of lots 15 and 16 of Tract No. 3729 as per map recorded in book 41 pages 17 through 20 of maps in the Office of the County of Los Angeles Recorder described as follows:

Lots 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 59, 60, 61, 62, 63, 64 and 65 as shown on record of survey map filed in book 20 page 34 of records of survey in the office of the county recorder of the County of Los Angeles.

Reserving and excepting to the County of Los Angeles for road purposes, but without the obligation of the County to build or maintain any road built thereon, those portions of the above described lots which are encumbered by a traversing dotted line as shown on record of survey map filed in Book 20 page 34 and in Book 20 page 43 of Records of Survey in the office of the County Recorder of the County of Los Angeles.

Legal Description Sale to Reed/Lewis

That Portion of Lot 15 of Tract No. 3729 as Per Map Recorded In Book 41 Pages 17 through 20 of Maps in the Office of the County of Los Angeles Recorder Described As Follows:

Lots 137, 138, 139, 140, 141, 142, 143, 152, 153, 154, 156, 157, 158, 177, 178, and 179 as Shown on Record of Survey Map Filed In Book 20 Page 34 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

Reserving and excepting to the County of Los Angeles for road purposes, but without the obligation of the County to build or maintain any road built thereon, those portions of the above described lots which are encumbered by a traversing dotted line as shown on record of survey map filed in Book 20 Page 34 and in Book 20 Page 43 of Records of Survey in the office of the County Recorder of the County of Los Angeles.

ATTACHMENT 1
LEGAL DESCRIPTIONS AND MAPS

Legal Description Sale to Sutton

That Portion of Lot 14 of Tract No. 3729 as Per Map Recorded In Book 41 Pages 17 through 20 of Maps in the Office of the County of Los Angeles Recorder Described As Follows:

Lot 29 as Shown on Record of Survey Map Filed In Book 44 Pages 25, 26, and 27 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

Legal Description Sale to Victor/Waneka

Lot 292 as shown on map of Tract No. 3944 recorded in Book 72 pages 36 through 42 of Maps in the Office of the County Recorder of the County of Los Angeles, together with that portion of Altaridge Drive (shown as Alta Drive on said map) vacated by a resolution of the Board of Supervisors of said county, a copy of which is recorded in Book 17386 page 119 of Official Records of said county that would normally be conveyed with said Lot 291 reserving therefrom an "easement for public road purposes, but without the obligation of the County to build or maintain any road built thereon" for those portions of Altaridge Drive 20.00 feet wide that traverses Lot 292 as described in Documents Nos. 92-126871, 91-1913233, 91-1913232 and 91-1847711.

Said easement for public road purposes shall run with the land and be binding upon all future owners, heirs and assigns.

Legal Description Sale to Menagh/Rackear

Lot 291 as shown on map of Tract No. 3944 recorded in Book 72 pages 36 through 42 of Maps in the Office of the County Recorder of the County of Los Angeles, together with that portion of Altaridge Drive (shown as Alta Drive on said map) vacated by a resolution of the Board of Supervisors of said county, a copy of which is recorded in Book 17386 page 119 of Official Records of said county that would normally be conveyed with said Lot 291 reserving therefrom an "easement for public road purposes, but without the obligation of the County to build or maintain any road built thereon" for those portions of Altaridge Drive 20.00 feet wide that traverses Lot 291 as described in Documents Nos. 92-126871, 91-1913233, 91-1913232 and 91-1847711.

Said easement for public road purposes shall run with the land and be binding upon all future owners, heirs and assigns.

ATTACHMENT 1
LEGAL DESCRIPTIONS AND MAPS

Legal Description Sale to Vilim/Kirschner

That portion of lot 229 as shown on map of Tract No. 6943 recorded in Book 105 pages 74 through 82 of maps in the office of the County Recorder of the County of Los Angeles lying southerly of a straight line beginning at the intersection of the southeasterly line of the northwesterly 10.00 feet of said lot 229 with the southwesterly line of said lot 229 and terminating at the most easterly corner of said lot 229, consisting of 2,764 square feet.

Lots 231, 232, 233, 234, 243, 244, 245, and 246 as shown on map of Tract No. 6943 recorded in Book 105 pages 74 through 82 of maps in the Office of the County recorder of the County of Los Angeles.

Legal Description Sale to Lang- Wisdom Family Trust Agreement
dated January 25, 2000

Lots 195, 235, 236, 237, 238, 239, 242 of Tract No. 6943 in the County of Los Angeles, State of California, as per map recorded in Book 105, pages 74 to 82 inclusive of maps, in the office of the County recorder of Los Angeles County, California.

Legal Description Sale to Runyon and McGivern

That portion of Lot 8 of Tract No. 3729 as per map recorded in Book 41, pages 17 to 20 of Maps, recorded with the Registrar-Recorder of Los Angeles County described as follows:

Lots 41, 42, 43, 44, 45, 46, 47, 48, 50, 51, and 52 as shown on Record of Survey Map filed in Book 44, pages 36 and 37 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

Legal Description Sale to Buerge

That portion of Lot 8 of Tract No. 3729 as per map recorded in Book 41, pages 7 to 20 of Maps, recorded with the Registrar-Recorder of Los Angeles County described as follows:

Lots 20, 21, and 22 as shown on Record of Survey Map filed in Book 44, pages 36 and 37 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

ATTACHMENT 1
LEGAL DESCRIPTIONS AND MAPS

Legal Description Sale to Holt

That portion of Lot 8 of Tract No. 3729 as per map recorded in Book 41, pages 17 to 20 of Maps, recorded with the Registrar-Recorder of Los Angeles County described as follows:

Lots 30 and 35 as shown on Record of Survey Map filed in Book 44, pages 36 and 37 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

Legal Description Sale to Roche

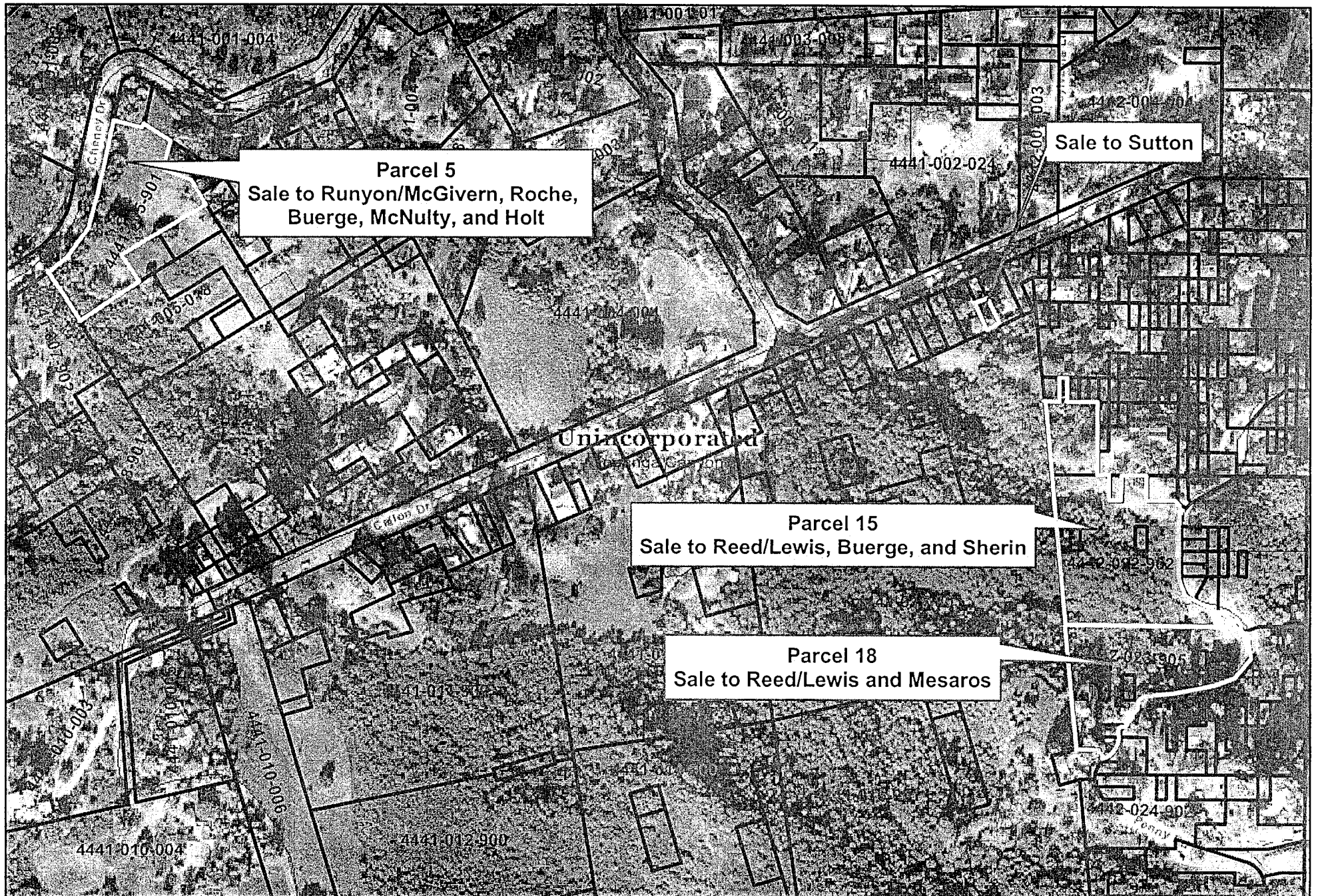
That portion of Lot 8 of Tract No. 3729 as per map recorded in Book 41, pages 7 to 20 of Maps, recorded with the Registrar-Recorder of Los Angeles County described as follows:

Lots 31, 32, 33, and 34 as shown on Record of Survey Map filed in Book 44, pages 36 and 37 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

Legal Description Sale to McNulty

That portion of Lot 8 of Tract No. 3729 as per map recorded in Book 41, pages 17 to 20 of Maps, recorded with the Registrar-Recorder of Los Angeles County described as follows:

Lots 23, 24, 25, 26, 27, 28, 29, 36, 37, and 38 as shown on Record of Survey Map filed in Book 44, pages 36 and 37 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.



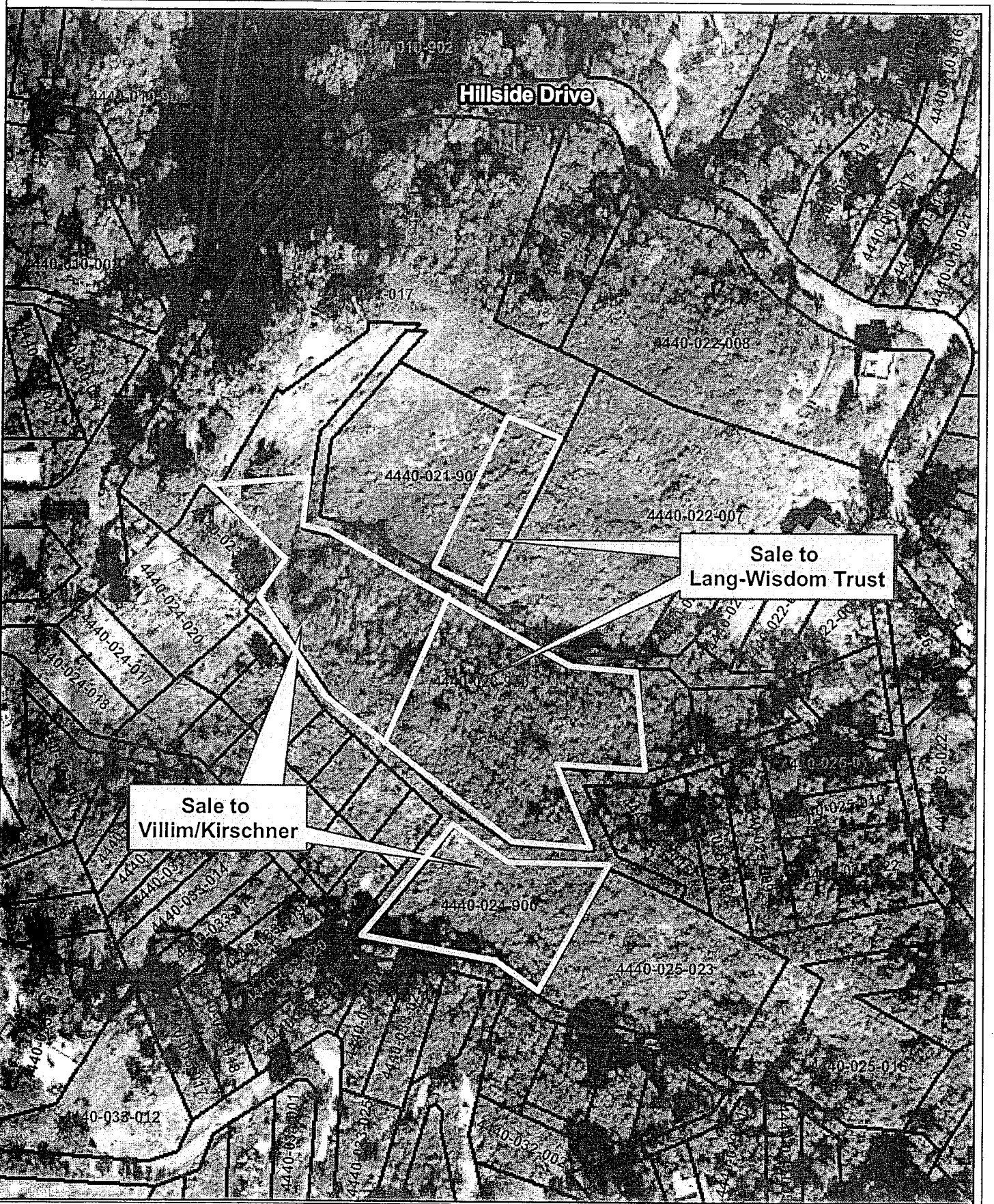
Parcel 5
Sale to Runyon/McGivern, Roche,
Buerge, McNulty, and Holt

Sale to Sutton

Parcel 15
Sale to Reed/Lewis, Buerge, and Sherin

Parcel 18
Sale to Reed/Lewis and Mesaros

DATE 8/28/08	COUNTY OF LOS ANGELES - CHIEF EXECUTIVE OFFICE	
SUP. DISTRICT 3		Agent R. Hernandez



DATE 8/28/08	COUNTY OF LOS ANGELES - CHIEF EXECUTIVE OFFICE	Agent R. Hernandez
SUP. DISTRICT 3		

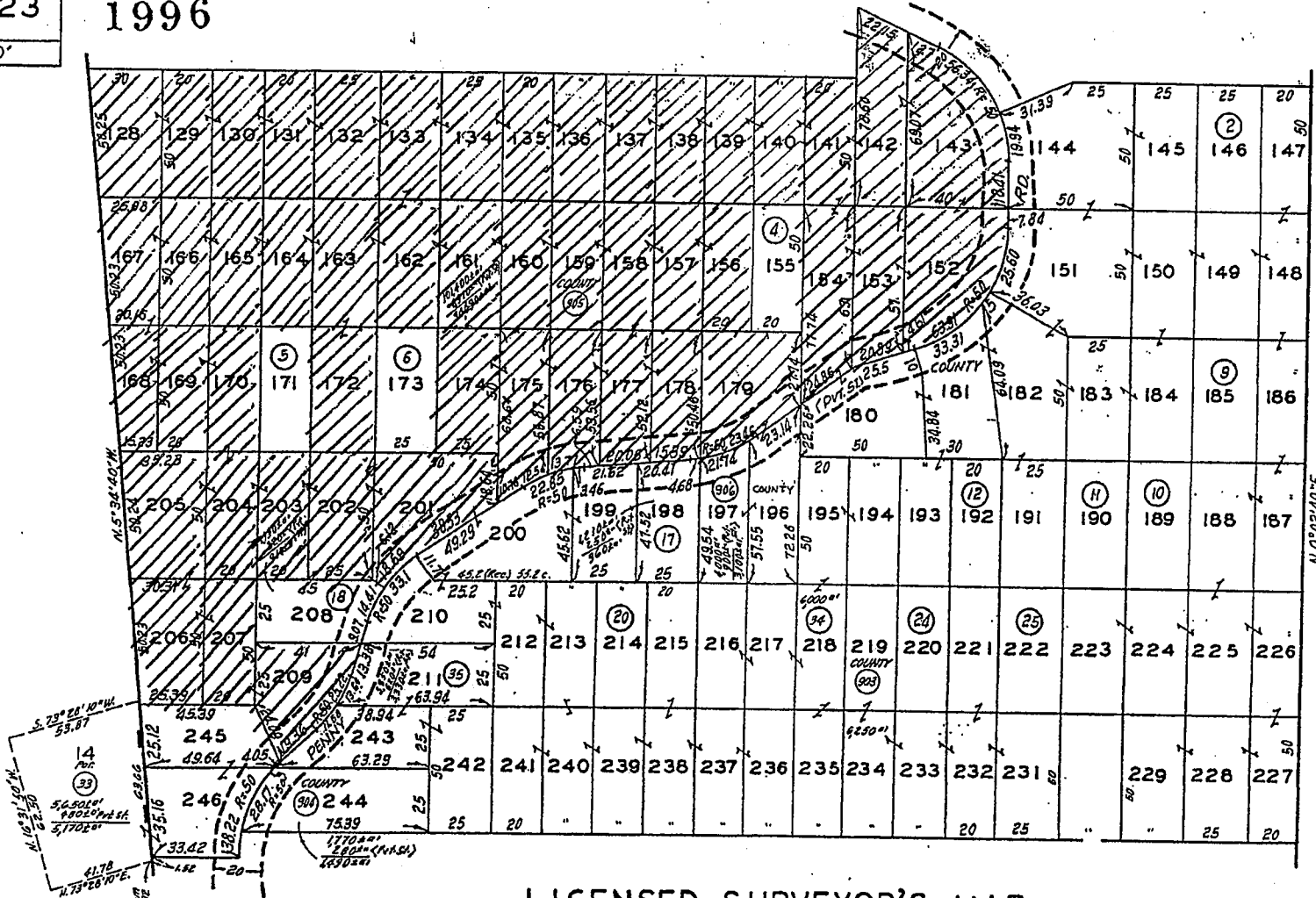
SALE TO MESAROS & REED
PENNY ROAD, TOPANGA

4442 23

1996

SCALE 1" = 40'

Revised:
1-11-62
5-25-64
6-8-115
730328211
771014811
771220818
95047807001-07
95047807001-07



LICENSED SURVEYOR'S MAP

L.S. 20-34

TRACT NO. 3729

M.B. 41-17-20

CODE
1653

FOR PREV. ASSMT. SEE: 4442-23
4441-16

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

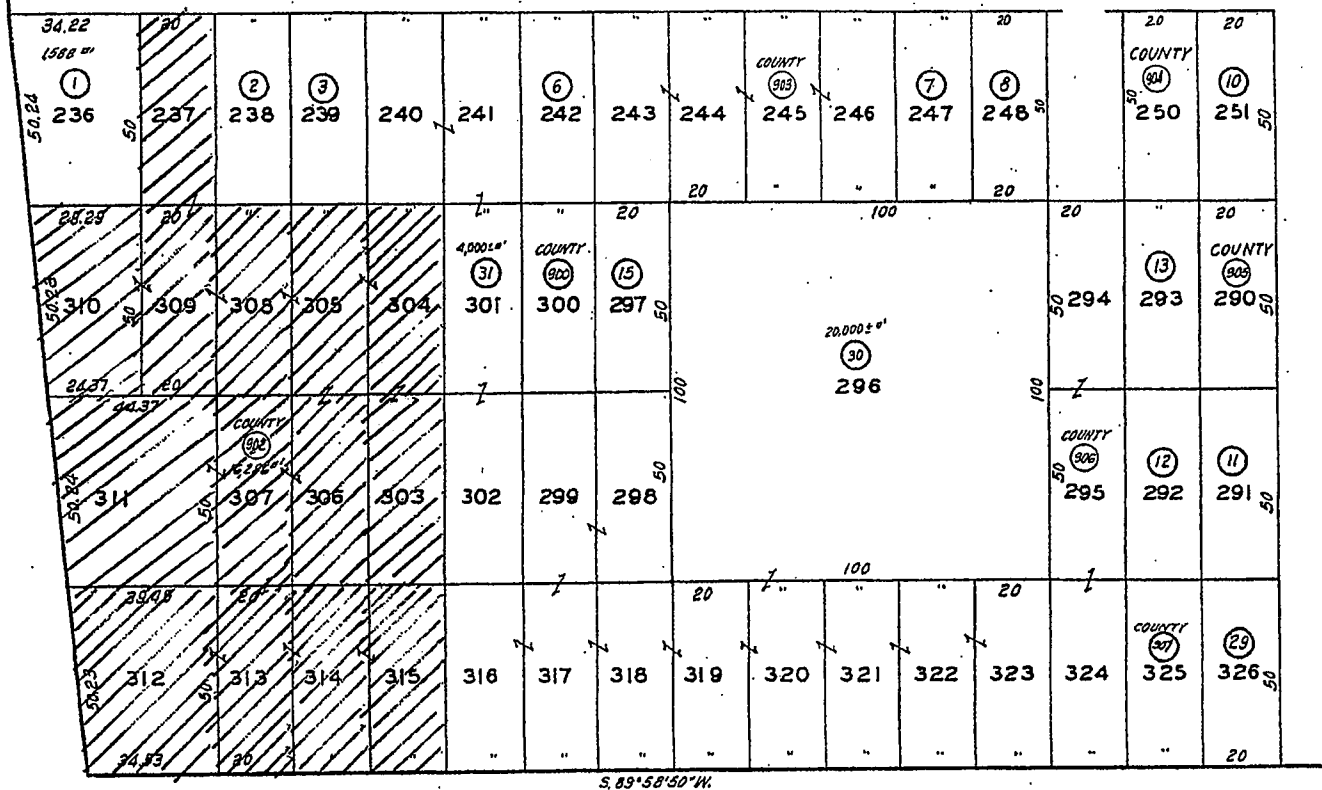


SALE TO BURGIE & SHERIN
PENNY ROAD, TOPANGA

4442 18
SCALE 1" = 30'

2006

6-11-61
1-11-62
681115
700130254
7008210
1398111708003001-07
2005080103009001-07



LICENSED SURVEYOR'S MAP
L.S. 20-43

CODE
1653

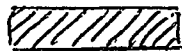
FOR PREV. ASSMT. SEE: 4442-18

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

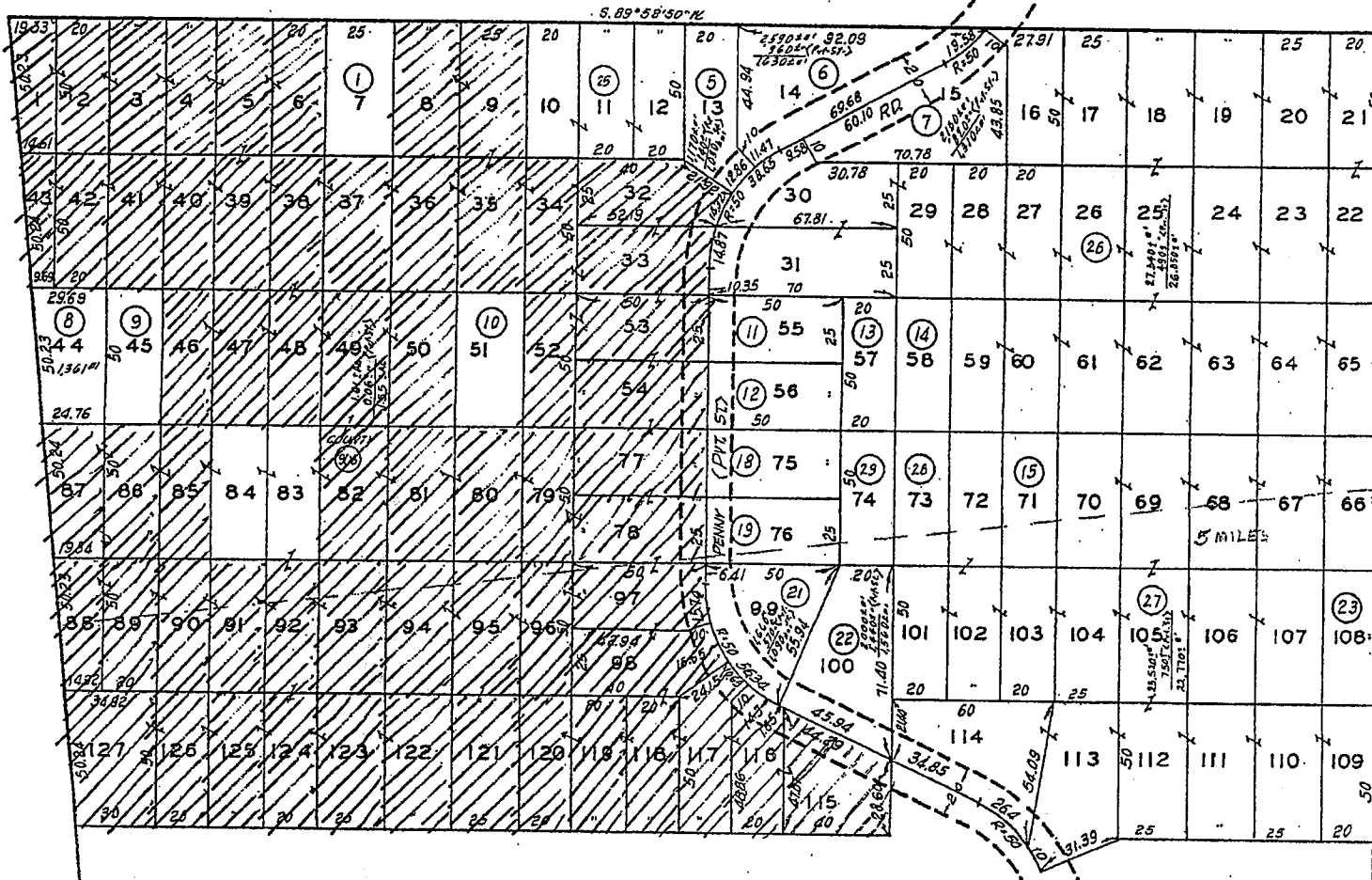
4442 22

SCALE 1" = 40'

2008



SALE TO REED & SHERIN
PENNY ROAD, TODANGA



Revised
1-11-62
4-23-63
681115
1998111705000001-07
2007103005002001-07
2007103005005001-07

LICENSED SURVEYOR'S MAP
L. S. 20-34

CODE
1653

FOR PREV. ASSM'T. SEE: 4442-22

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

SALE TO SUTTON
CALLOW DRIVE, TOPANGIA

15
SHEET

P.A.
4441-15

TRA
1653

REVISED
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2007082505003001-07
2007121206002001-07

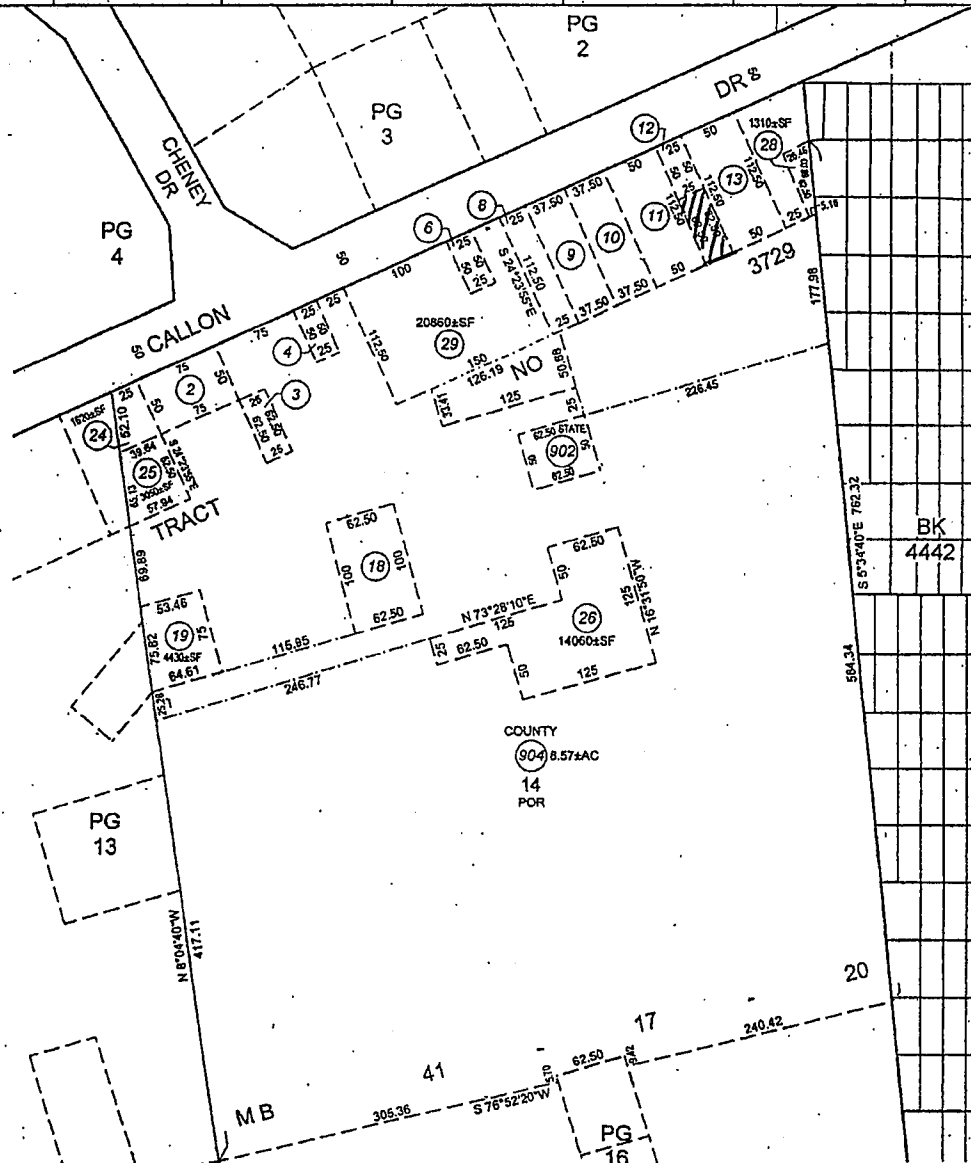
SEARCH NO

OFFICE OF THE ASSESSOR
COUNTY OF LOS ANGELES
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2008.



**MAPPING AND GIS
SERVICES
SCALE 1" = 100'**



4434 00
SCALE 1" = 50'

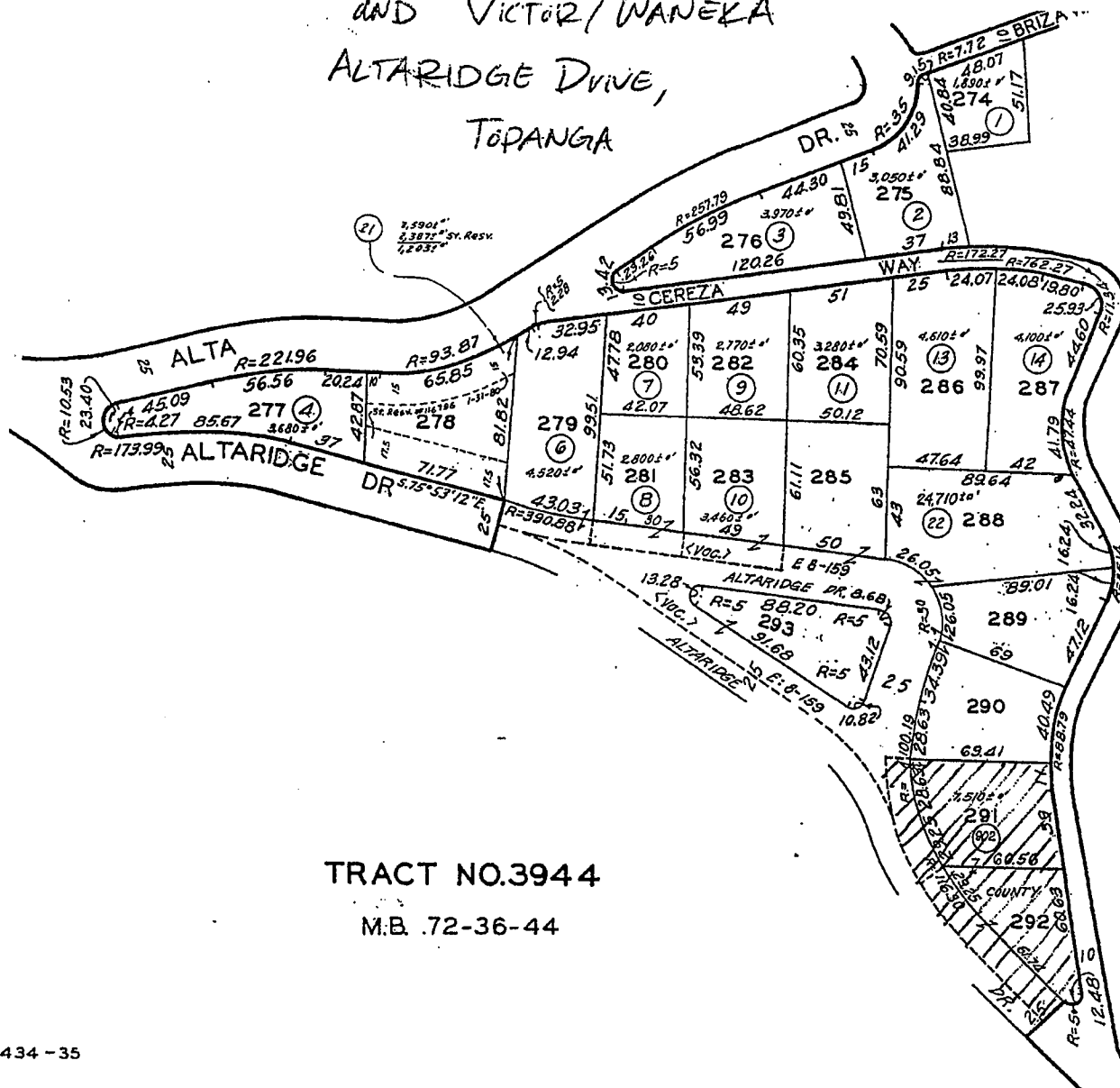
1994



SALE TO MENAGH/RACKEAR
AND VICTOR/WANEKA
ALTARIDGE DRIVE,
TOPANGA

134713 001 VVI-01

16-20-01
2-6-62
681218
800421614



TRACT NO. 3944

M.B. 72-36-44

CODE
1653

FOR PREV. ASSMT. SEE: 4434-35

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

SALE TO LANG-WISDOM TRUST &
VILIM/KIRSCHNER

SCALE 1" = 50'

1989

HILLSIDE DRIVE, TOPANGA

REVISED
3-2-57
2-1-58
1-2-62
681121
38-10000-29000

TRACT NO. 6943

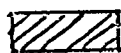
M.B. 105 - 74 - 82

CODE
1655

FOR PREV. ASSM'T. SEE: 4440 - 23

ASSISTOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

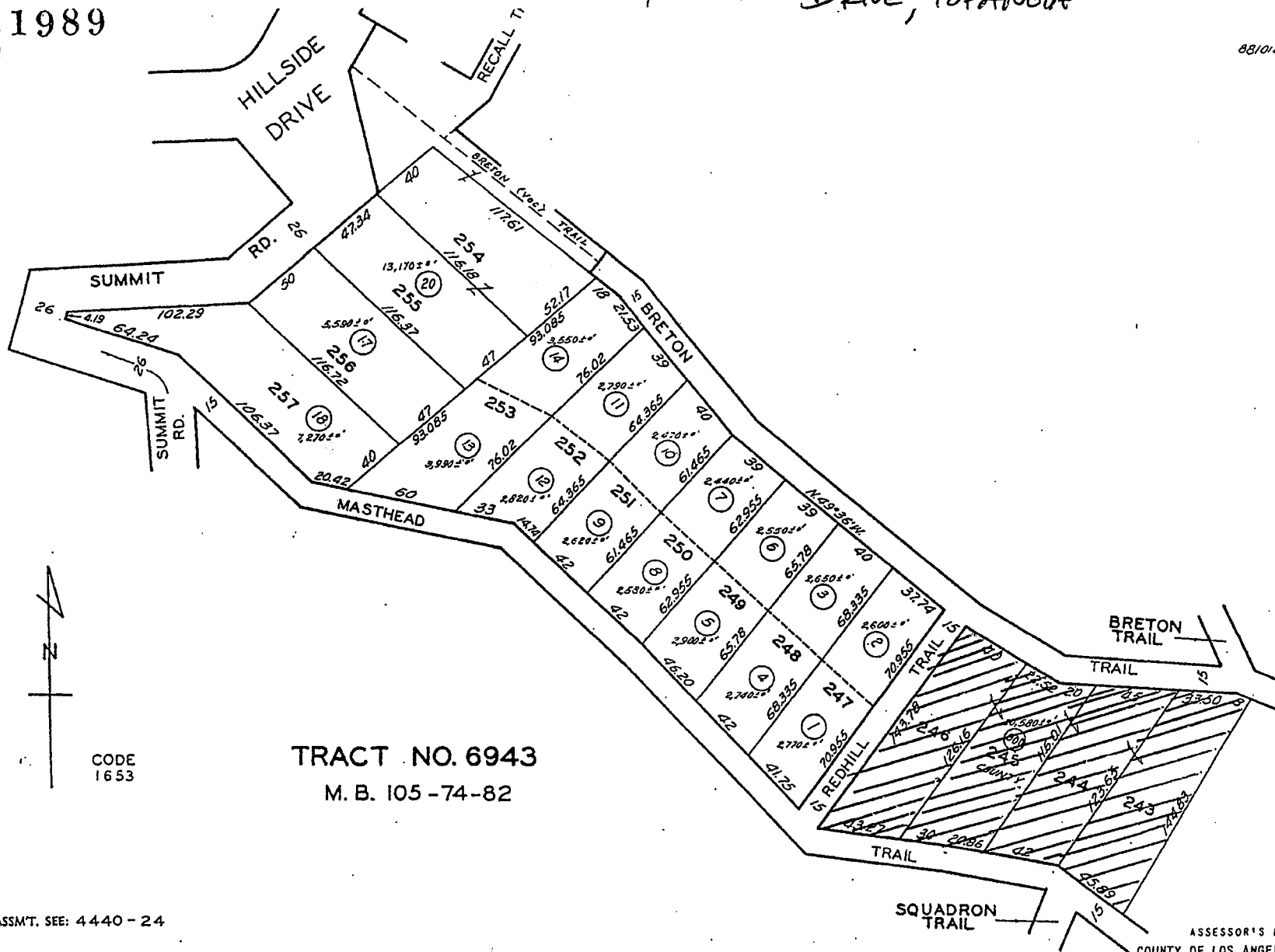
4440 | 24 | 1989
 SCALE 1" = 50'



SALE TO VILIM / KIRSCHNER

HILLSIDE DRIVE, TOPANGA

681121
 711213616
 88/01208029003



TRACT NO. 6943
 M. B. 105-74-82

FOR PREV. ASSM'T. SEE: 4440-24

ASSESSOR'S MAP
 COUNTY OF LOS ANGELES, CALIF



SALE 10 LANGE-WILSON TRUST HILLSIDE DRIVE, TOPANGA

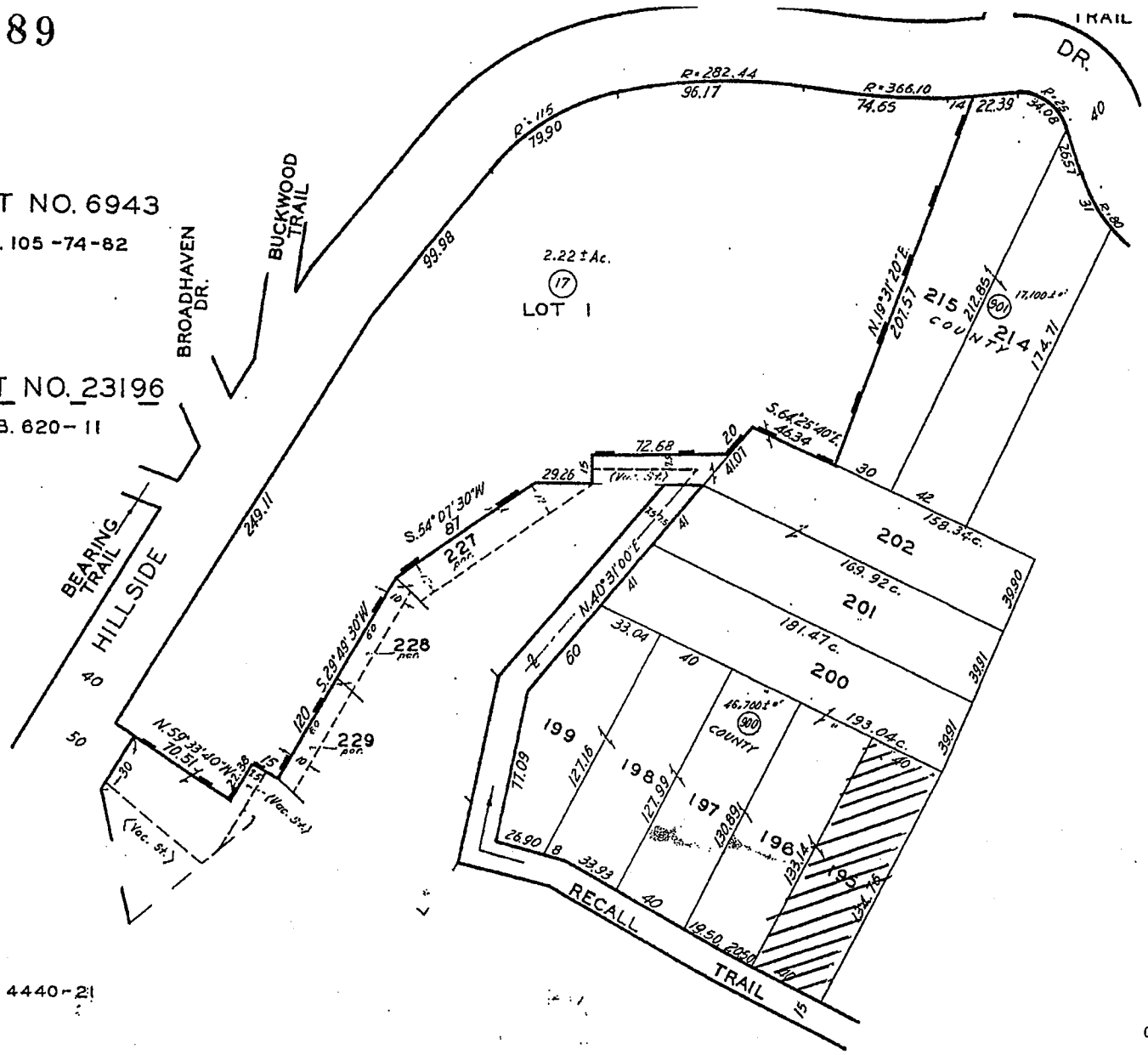
4440 | 21
SCALE 1" = 50'

1989

REVISAL
9-18-51
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4-3-59
1-2-62
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TRACT NO. 6943
M.B. 105-74-82

TRACT NO. 23196
M.B. 620-11

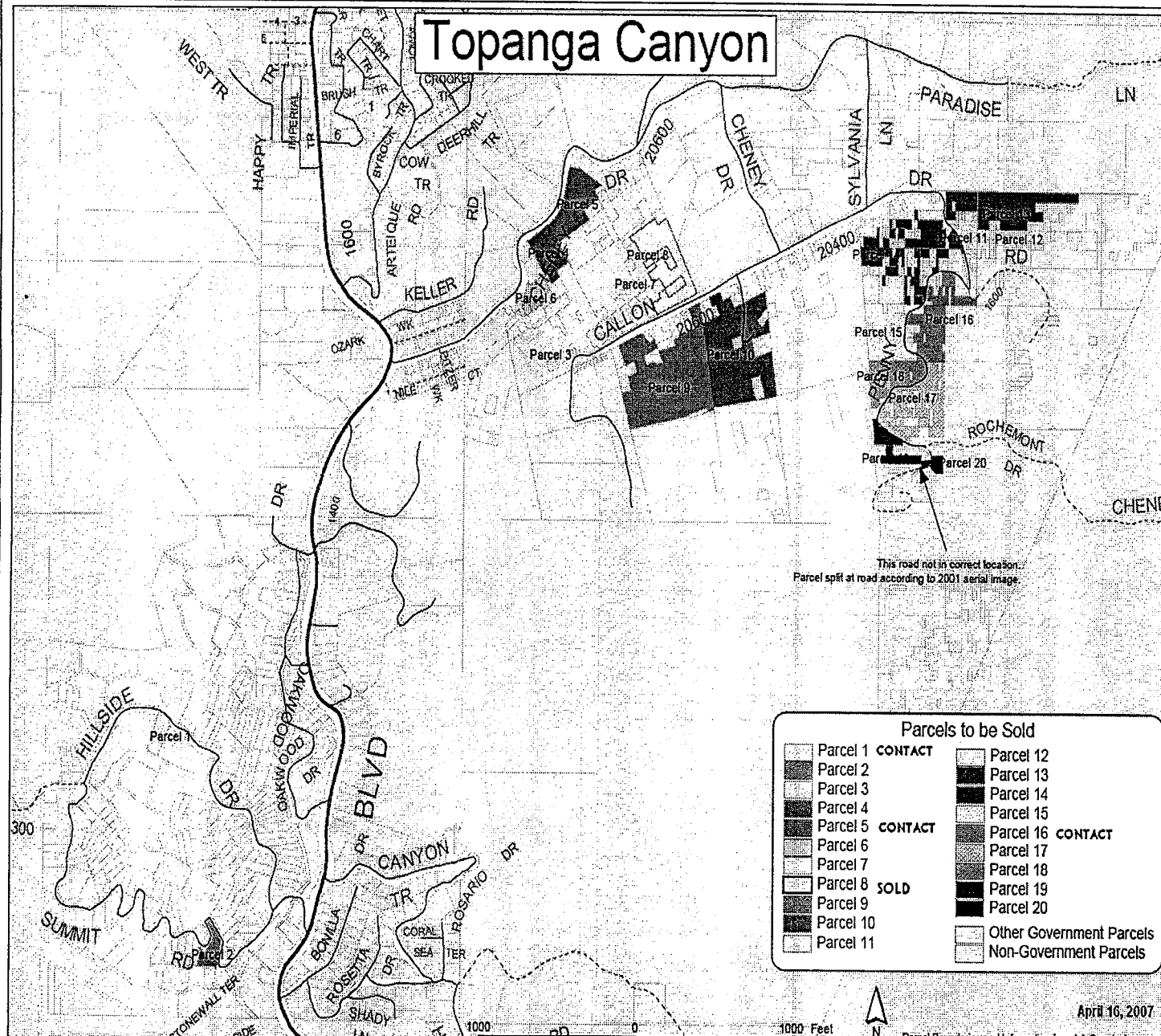


CODE
1653

FOR PREV. ASSM'T. SEE: 4440-21

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

Topanga Canyon



Parcels to be Sold

Parcel 1 CONTACT	Parcel 12 CONTACT
Parcel 2 CONTACT	Parcel 13 CONTACT
Parcel 3 CONTACT	Parcel 14 CONTACT
Parcel 4 CONTACT	Parcel 15 CONTACT
Parcel 5 CONTACT	Parcel 16 CONTACT
Parcel 6 CONTACT	Parcel 17 CONTACT
Parcel 7 CONTACT	Parcel 18 CONTACT
Parcel 8 SOLD	Parcel 19 CONTACT
Parcel 9 SOLD	Parcel 20 CONTACT
Parcel 10 SOLD	Other Government Parcels
Parcel 11 SOLD	Non-Government Parcels

April 16, 2007

Parcel Boundaries and Information from LA County Assessor.

APN	CAO/RED Parcel	APN	CAO/RED Parcel
4440-021-901	Parcel 01	4442-016-908	Parcel 14
4440-030-900	Parcel 02	4442-017-901	Parcel 11
4441-005-901	Parcel 05	4442-017-901	Parcel 11
4441-006-902	Parcel 07	4442-017-901	Parcel 14
4441-006-902	Parcel 08 SOLD	4442-017-901	Parcel 16
4441-007-900	Parcel 03	4442-017-902	Parcel 16
4441-007-901	Parcel 03	4442-017-904	Parcel 14
4441-007-902	Parcel 04	4442-018-900	Parcel 14
4441-007-903	Parcel 06	4442-018-902	Parcel 15
4441-007-904	Parcel 06	4442-018-903	Parcel 14
4441-008-901	Parcel 03	4442-018-904	Parcel 14
4441-011-902	Parcel 09	4442-018-905	Parcel 14
4441-013-904	Parcel 10	4442-018-906	Parcel 14
4442-010-902	Parcel 11	4442-018-907	Parcel 14
4442-010-903	Parcel 12	4442-022-902	Parcel 15
4442-011-900	Parcel 13	4442-022-902	Parcel 16
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4442-013-900	Parcel 14	4442-022-904	Parcel 16
4442-013-901	Parcel 14	4442-023-903	Parcel 17
4442-013-904	Parcel 14	4442-023-904	Parcel 17
4442-013-905	Parcel 14	4442-023-905	Parcel 17
4442-013-907	Parcel 14	4442-023-905	Parcel 18
4442-013-908	Parcel 14	4442-023-906	Parcel 17
4442-013-909	Parcel 14	4442-023-906	Parcel 18
4442-014-901	Parcel 14	4442-024-900	Parcel 17
4442-014-902	Parcel 13	4442-024-901	Parcel 17
4442-014-903	Parcel 11	4442-024-902	Parcel 17
4442-014-903	Parcel 14	4442-024-902	Parcel 19
4442-014-904	Parcel 14	4442-025-900	Parcel 19
4442-014-905	Parcel 14	4442-025-900	Parcel 20
4442-016-900	Parcel 11		
4442-016-901	Parcel 11		
4442-016-901	Parcel 11		
4442-016-902	Parcel 14		
4442-016-903	Parcel 14		
4442-016-904	Parcel 14		
4442-016-906	Parcel 11		
4442-016-906	Parcel 14		
4442-016-907	Parcel 14		

**ATTACHMENT 2
QUITCLAIM DEEDS**

RECORDING REQUESTED BY:
County of Los Angeles
AND MAIL TO:

Kevin S. Reed and Justine E. Lewis
1432 Penny Road
Topanga, CA 90290

Space above this line for Recorder's use

TAX PARCEL: 4442-023-905 (PORTION) and
4442-023-906 (PORTION)

QUITCLAIM DEED

DOCUMENTARY TRANSFER TAX

COUNTY OF LOS ANGELES \$

CITY OF \$

TOTAL TAX \$

— COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
— OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING, AT TIME OF SALE.

Signature of Declarant or Agent determining tax.

COUNTY OF LOS ANGELES
Firm Name

The **COUNTY OF LOS ANGELES**, a body corporate and politic, ("Seller" or "County of Los Angeles") for the sum of Twenty Eight Thousand Nine Hundred Seventy Three Dollars and 00/100 Dollars (\$28,973.00) receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

Kevin S. Reed and Justine E. Lewis, as joint tenants

("Buyer") all of the County's right, title and interest in and to the described real property, ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of five hundred (500) feet, measured vertically from the surface of the Property.

The Property is located in the Topanga area of the Unincorporated Territory of the County of Los Angeles, State of California and is more particularly described in the attached Exhibit A which is incorporated herein by reference as though set forth in full.

SUBJECT TO AND BUYER TO ASSUME:

- All taxes, interest, penalties, and assessments of record, if any.
- Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- The restrictions and covenants outlined in Exhibit B attached hereto and incorporated herein by this reference.

Dated _____

COUNTY OF LOS ANGELES

COLA LOG NO. _____

By _____

Yvonne B. Burke
Chair, Board of Supervisors

STATE OF CALIFORNIA))
COUNTY OF LOS ANGELES)) ss.

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2008, the facsimile signature of _____, Chair, Board of Supervisors was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer
Board of Supervisors, County of Los Angeles

By _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By  Deputy

APN: 4442-023-905 (PORTION) and 4442-023-906 (PORTION)

That Portion of Lot 15 of Tract No. 3729 as Per Map Recorded In Book 41 Pages 17 through 20 of Maps in the Office of the County of Los Angeles Recorder Described As Follows:

Lots 137, 138, 139, 140, 141, 142, 143, 152, 153, 154, 156, 157, 158, 177, 178, and 179 as Shown on Record of Survey Map Filed In Book 20 Page 34 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

Reserving and excepting to the County of Los Angeles for road purposes, but without the obligation of the County to build or maintain any road built thereon, those portions of the above described lots which are encumbered by a traversing dotted line as shown on record of survey map filed in book 20 page 34 and in Book 20 page 43 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

Deed Restrictions

1. At no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;
2. The Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction as that term is defined herein;
3. At no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;
4. Any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving, to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts, such as tennis courts, is expressly prohibited by this language;
5. Except as provided in subsection (b) below, fences higher than six (6) feet shall not be installed on any part of the Property;
6. The Property, along with property currently owned by Buyer as identified in the COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL ("Buyer's Property") which has been recorded concurrently with this document and is incorporated herein by reference, will be held as one (1) parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for this subsection 6, Buyer's Property shall not be subject to any of the use restrictions contained in this Exhibit B;
7. The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and
8. In the event that County of Los Angeles determines that these restrictions are not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have thirty (30) days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within such thirty (30) day period, and such cure is commenced within such thirty (30) day period and thereafter diligently prosecuted to completion, additional time to cure as determined by County will be allowed. If the Default Condition is not so cured, then all right, title, and interest in and to the Property shall revert back to County of Los Angeles without further action by County of Los Angeles. The record owner shall relinquish possession and execute a quit claim deed conveying the Property to County of Los Angeles upon request. In no event shall County of Los Angeles have the right to take title to the Buyer's Property.

The defined terms are as follows:

- (a) Habitable Structure is any enclosed structure having any type of plumbing fixtures or food preparation area, including, but not limited to, (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves, or other equipment for the purpose of preparing food; and (2) bathroom facilities including toilets, sinks, tubs, and showers.
- (b) Fire Break Construction is construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within five (5) feet of the nearest property line of the Property.

RECORDING REQUESTED BY:
County of Los Angeles
AND MAIL TO:

Jonathan E. Sherin
1551 Penny Rd.
Topanga, CA 90290

Space above this line for Recorder's use

TAX PARCELS: 4442-018-902 (PORTION);
4442-022-902 (PORTION)

QUITCLAIM DEED

DOCUMENTARY TRANSFER TAX

COUNTY OF LOS ANGELES \$

CITY OF \$

TOTAL TAX \$

— COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
— OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING, AT TIME OF SALE.

Signature of Declarant or Agent determining tax.

COUNTY OF LOS ANGELES
Firm Name

The **COUNTY OF LOS ANGELES**, a body corporate and politic, ("Seller" or "County of Los Angeles") for the sum of Fifty Nine Thousand Six Hundred Ninety One Dollars and NO/100 Dollars (\$59,691.00) receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

Jonathan E. Sherin

all of the County's right, title and interest in and to the described real property ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of five hundred (500) feet, measured vertically from the surface of the Property.

The Property is located in the Topanga area of the Unincorporated Territory of the County of Los Angeles, State of California and is more particularly described in the attached Exhibit A which is incorporated herein by reference as though set forth in full.

SUBJECT TO AND BUYER TO ASSUME:

- All taxes, interest, penalties, and assessments of record, if any.
- Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- The restrictions and covenants outlined in Exhibit B attached hereto and incorporated herein by this reference.

Dated _____

COUNTY OF LOS ANGELES

COLA LOG NO. _____

By _____

Yvonne B. Burke
Chair, Board of Supervisors

STATE OF CALIFORNIA))
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2008, the facsimile signature of _____, Chair, Los Angeles County was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer
Board of Supervisors, County of Los Angeles

By _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By

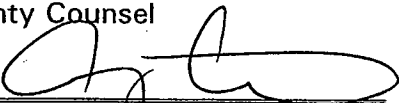

Deputy

EXHIBIT A
LEGAL DESCRIPTION
PROPERTY TO BE ACQUIRED

APN: 4442-018-902 (PORTION) and 4442-022-902 (PORTION)

That Portion of Lot 15 of Tract No. 3729 as Per Map Recorded In Book 41 Pages 17 through 20 of Maps in the Office of the County of Los Angeles Recorder Described As Follows:

Lots 1, 2, 3, 4, 5, 6, 8, 9, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 46, 47, 48, 49, 50, 52, 53, 54, 77, 78, 79, 80, 81, 82, 83, 84, 85, and 86, as Shown on Record of Survey Map Filed In Book 20 Page 34 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

That Portion of Lots 15 and 16 of Tract No. 3729 as Per Map Recorded In Book 41 Pages 17 Through 20 of Maps in the Office of the County of Los Angeles Recorder Described As Follows:

Lots 303, 304, 305, 306, 307, 312, 313, 314, and 315 as Shown on Record of Survey Map Filed In Book 20 Page 43 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

Reserving and excepting to the County of Los Angeles for road purposes, but without the obligation of the County to build or maintain any road built thereon, those portions of the above described lots which are encumbered by a traversing dotted line as shown on record of survey map filed in book 20 page 34 and in book 20 page 43 of records of survey in the office of the County Recorder of the County of Los Angeles.

Deed Restrictions

1. At no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;
2. The Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction, as that term is defined herein;
3. At no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing, and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;
4. Any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving, to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts, such as tennis courts, is expressly prohibited by this language;
5. Except as provided in subsection (b) below, fences higher than six (6) feet shall not be installed on any part of the Property;
6. The Property, along with property currently owned by Buyer, as identified in the COVENANT AND AGREEMENT TO HOLD AS ONE PARCEL ("Buyer's Property"), which has been recorded concurrently with this document and is incorporated herein by reference, will be merged and held as one (1) parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for this subsection 6, Buyer's Property shall not be subject to any portion of the use restrictions contained in this Exhibit B. ;
7. The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and
8. In the event that County of Los Angeles determines that these restrictions are not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have thirty (30) days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within such thirty (30) day period, and such cure is commenced within such thirty (30) day period and thereafter diligently prosecuted to completion, additional time to cure as determined by County of Los Angeles will be allowed. If the Default Condition is not so cured, then all right, title, and interest to the Property shall revert back to County of Los Angeles without further action by County of Los Angeles. The record owner shall relinquish possession and execute a quit claim deed conveying the Property to County of Los Angeles upon request. In no event shall County of Los Angeles have the right to take title to the Buyer's Property.

The defined terms are as follows:

- (a) Habitable Structure is any enclosed structure having any type of plumbing fixtures or food preparation area, including, but not limited to, (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves, or other equipment for the purpose of preparing food; and (2) bathroom facilities including toilets, sinks, tubs, and showers.
- (b) Fire Break Construction is construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within five (5) feet of the nearest property line of the Property.

RECORDING REQUESTED BY:
County of Los Angeles
AND MAIL TO:

William J. Buerge
20422 Callon Drive
Topanga, CA 90290

Space above this line for Recorder's use

TAX PARCEL: 4442-018-902 (PORTION)

QUITCLAIM DEED

DOCUMENTARY TRANSFER TAX

COUNTY OF LOS ANGELES \$

CITY OF \$

TOTAL TAX \$

— COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
— OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING, AT TIME OF SALE.

Signature of Declarant or Agent determining tax.

COUNTY OF LOS ANGELES
Firm Name

The **COUNTY OF LOS ANGELES**, a body corporate and politic, ("Seller" or "County of Los Angeles") for the sum of Twelve Thousand and NO/100 Dollars (\$12,000.00) receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

William J. Buerge

("Buyer") all of the County's right, title and interest in and to the described real property, ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of five hundred (500) feet, measured vertically from the surface of the Property.

The Property is located in the Topanga area of the Unincorporated Territory of the County of Los Angeles, State of California and is more particularly described in the attached Exhibit A which is incorporated herein by reference as though set forth in full.

SUBJECT TO AND BUYER TO ASSUME:

- All taxes, interest, penalties, and assessments of record, if any.
- Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- The restrictions and covenants outlined in Exhibit B attached hereto and incorporated herein by this reference.

Dated _____

COUNTY OF LOS ANGELES

COLA LOG NO. _____

By _____

Yvonne B. Burke
Chair, Board of Supervisors

STATE OF CALIFORNIA))
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2008, the facsimile signature of _____, Chair, Board of Supervisors was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer
Board of Supervisors, County of Los Angeles

By _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

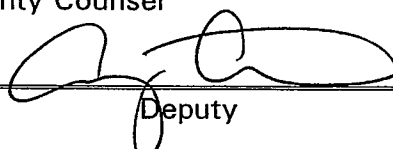
By  Deputy

EXHIBIT A
LEGAL DESCRIPTION

APN: 4442-018-902 (PORTION)

That Portion of Lot 15 of Tract No. 3729 as Per Map Recorded In Book 41 Pages 17 through 20 of Maps in the Office of the County of Los Angeles Recorder Described As Follows:

Lots 237, 308, 309, 310, and 311 as Shown on Record of Survey Map Filed In Book 20 Page 43 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

Deed Restrictions

1. At no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;
2. The Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction as that term is defined herein;
3. At no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;
4. Any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving, to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts, such as tennis courts, is expressly prohibited by this language;
5. Except as provided in subsection (b) below, fences higher than six (6) feet shall not be installed on any part of the Property;
6. The Property, along with property currently owned by Buyer as identified in the COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL ("Buyer's Property") which has been recorded concurrently with this document and is incorporated herein by reference, will be held as one (1) parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for this subsection 6, Buyer's Property shall not be subject to any of the use restrictions contained in this Exhibit B;
7. The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and
8. In the event that County of Los Angeles determines that these restrictions are not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have thirty (30) days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within such thirty (30) day period, and such cure is commenced within such thirty (30) day period and thereafter diligently prosecuted to completion, additional time to cure as determined by County will be allowed. If the Default Condition is not so cured, then all right, title, and interest in and to the Property shall revert back to County of Los Angeles without further action by County of Los Angeles. The record owner shall relinquish possession and execute a quit claim deed conveying the Property to County of Los Angeles upon request. In no event shall County of Los Angeles have the right to take title to the Buyer's Property.

The defined terms are as follows:

- (a) Habitable Structure is any enclosed structure having any type of plumbing fixtures or food preparation area, including, but not limited to, (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves, or other equipment for the purpose of preparing food; and (2) bathroom facilities including toilets, sinks, tubs, and showers.
- (b) Fire Break Construction is construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within five (5) feet of the nearest property line of the Property.

RECORDING REQUESTED BY:
County of Los Angeles
AND MAIL TO:

Ronald M. Mesaros
P.O. Box 87
Topanga, CA 90290

Space above this line for Recorder's use

TAX PARCEL: 4442-023-905 (PORTION)

QUITCLAIM DEED

DOCUMENTARY TRANSFER TAX

COUNTY OF LOS ANGELES \$

CITY OF \$

TOTAL TAX \$

COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING, AT TIME OF SALE.

Signature of Declarant or Agent determining tax.

COUNTY OF LOS ANGELES
Firm Name

The **COUNTY OF LOS ANGELES**, a body corporate and politic, ("Seller" or "County of Los Angeles") for the sum of Thirty Five Thousand Three Hundred Five And NO/100 Dollars, (\$35,305.00) receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

Ronald M. Mesaros

("Buyer") all of the County's right, title and interest in and to the described real property, ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of five hundred (500) feet, measured vertically from the surface of the Property.

The Property is located in the Topanga area of the Unincorporated Territory of the County of Los Angeles, State of California and is more particularly described in the attached Exhibit A which is incorporated herein by reference as though set forth in full.

SUBJECT TO AND BUYER TO ASSUME:

- All taxes, interest, penalties, and assessments of record, if any.
- Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- The restrictions and covenants outlined in Exhibit B attached hereto and incorporated herein by this reference.

Dated _____

COUNTY OF LOS ANGELES

COLA LOG NO. _____

By _____

Yvonne B. Burke
Chair, Board of Supervisors

STATE OF CALIFORNIA))
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2008, the facsimile signature of _____, Chair, Board of Supervisors was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

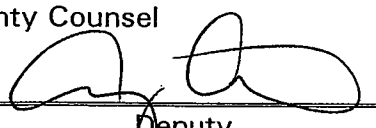
In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer
Board of Supervisors, County of Los Angeles

By _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By  Deputy

APN: 4442-023-905 (PORTION)

That Portion of Lot 15 of Tract No. 3729 as Per Map Recorded In Book 41 Pages 17 Through 20 of Maps in the Office of the County of Los Angeles Recorder Described as Follows:

Lots 128, 129, 130, 131, 132, 133, 134, 135, 136, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 172, 174, 175, 176, 201, 202, 203, 204, 205, 206, 207, and 209 as Shown on Record of Survey Map Filed In Book 20 Page 34 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

Reserving and excepting to the County of Los Angeles for road purposes, but without the obligation of the County to build or maintain any road built thereon, those portions of the above described lots which are encumbered by a traversing dotted line as shown on record of survey map filed in book 20 page 34 and in Book 20 page 43 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

Deed Restrictions

1. At no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;
2. The Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction as that term is defined herein;
3. At no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;
4. Any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving, to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts, such as tennis courts, is expressly prohibited by this language;
5. Except as provided in subsection (b) below, fences higher than six (6) feet shall not be installed on any part of the Property;
6. The Property, along with property currently owned by Buyer as identified in the COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL ("Buyer's Property") which has been recorded concurrently with this document and is incorporated herein by reference, will be held as one (1) parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for this subsection 6, Buyer's Property shall not be subject to any of the use restrictions contained in this Exhibit B;
7. The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and
8. In the event that County of Los Angeles determines that these restrictions are not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have thirty (30) days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within such thirty (30) day period, and such cure is commenced within such thirty (30) day period and thereafter diligently prosecuted to completion, additional time to cure as determined by County will be allowed. If the Default Condition is not so cured, then all right, title, and interest in and to the Property shall revert back to County of Los Angeles without further action by County of Los Angeles. The record owner shall relinquish possession and execute a quit claim deed conveying the Property to County of Los Angeles upon request. In no event shall County of Los Angeles have the right to take title to the Buyer's Property.

The defined terms are as follows:

- (a) Habitable Structure is any enclosed structure having any type of plumbing fixtures or food preparation area, including, but not limited to, (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves, or other equipment for the purpose of preparing food; and (2) bathroom facilities including toilets, sinks, tubs, and showers.
- (b) Fire Break Construction is construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within five (5) feet of the nearest property line of the Property.

RECORDING REQUESTED BY:

County of Los Angeles

AND MAIL TO:

Kevin S. Reed and Justine E. Lewis

1432 Penny Road

Topanga, CA 90290

Space above this line for Recorder's use

TAX PARCEL: 4442-022-902 (PORTION)

QUITCLAIM DEED

DOCUMENTARY TRANSFER TAX

COUNTY OF LOS ANGELES \$

CITY OF \$

TOTAL TAX \$

___ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
___ OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING, AT TIME OF SALE.

Signature of Declarant or Agent determining tax.

COUNTY OF LOS ANGELES
Firm Name

The **COUNTY OF LOS ANGELES**, a body corporate and politic, ("Seller" or "County of Los Angeles") for the sum of Twenty One Thousand Three Hundred Eighty Seven Dollars and NO/100 Dollars (\$21,387.00) receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

Kevin S. Reed and Justine E. Lewis, as joint tenants

("Buyer") all of the County's right, title and interest in and to the described real property, ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of five hundred (500) feet, measured vertically from the surface of the Property.

The Property is located in the Topanga area of the Unincorporated Territory of the County of Los Angeles, State of California and is more particularly described in the attached Exhibit A which is incorporated herein by reference as though set forth in full.

SUBJECT TO AND BUYER TO ASSUME:

- All taxes, interest, penalties, and assessments of record, if any.
- Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- The restrictions and covenants outlined in Exhibit B attached hereto and incorporated herein by this reference.

Dated _____

COUNTY OF LOS ANGELES

COLA LOG NO. _____

By _____

Yvonne B. Burke
Chair, Board of Supervisors

STATE OF CALIFORNIA))
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2008, the facsimile signature of _____, Chair, Board of Supervisors was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer
Board of Supervisors, County of Los Angeles

By _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By

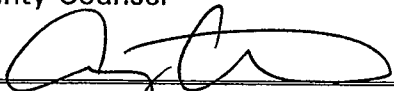

Deputy

EXHIBIT A
LEGAL DESCRIPTION

APN: 4442-022-902 (PORTION)

That Portion of Lot 15 of Tract No. 3729 as Per Map Recorded In Book 41 Pages 17 through 20 of Maps in the Office of the County of Los Angeles Recorder Described As Follows:

Lots 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, and 127 as Shown on Record of Survey Map Filed In Book 20 Page 34 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

Deed Restrictions

1. At no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;
2. The Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction as that term is defined herein;
3. At no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;
4. Any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving, to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts, such as tennis courts, is expressly prohibited by this language;
5. Except as provided in subsection (b) below, fences higher than six (6) feet shall not be installed on any part of the Property;
6. The Property, along with property currently owned by Buyer as identified in the COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL ("Buyer's Property") which has been recorded concurrently with this document and is incorporated herein by reference, will be held as one (1) parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for this subsection 6, Buyer's Property shall not be subject to any of the use restrictions contained in this Exhibit B;
7. The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and
8. In the event that County of Los Angeles determines that these restrictions are not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have thirty (30) days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within such thirty (30) day period, and such cure is commenced within such thirty (30) day period and thereafter diligently prosecuted to completion, additional time to cure as determined by County will be allowed. If the Default Condition is not so cured, then all right, title, and interest in and to the Property shall revert back to County of Los Angeles without further action by County of Los Angeles. The record owner shall relinquish possession and execute a quit claim deed conveying the Property to County of Los Angeles upon request. In no event shall County of Los Angeles have the right to take title to the Buyer's Property.

The defined terms are as follows:

- (a) Habitable Structure is any enclosed structure having any type of plumbing fixtures or food preparation area, including, but not limited to, (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves, or other equipment for the purpose of preparing food; and (2) bathroom facilities including toilets, sinks, tubs, and showers.
- (b) Fire Break Construction is construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within five (5) feet of the nearest property line of the Property.

RECORDING REQUESTED BY:
County of Los Angeles

AND MAIL TO:

Sarah Sutton
20460 Callon Drive
Topanga, CA 90290

Space above this line for Recorder's use

TAX PARCEL: 4441-015-904 (PORTION)

QUITCLAIM DEED

DOCUMENTARY TRANSFER TAX

COUNTY OF LOS ANGELES \$

CITY OF \$

TOTAL TAX \$

___ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
___ OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING, AT TIME OF SALE.

Signature of Declarant or Agent determining tax.

COUNTY OF LOS ANGELES
Firm Name

The **COUNTY OF LOS ANGELES**, a body corporate and politic, ("Seller" or "County of Los Angeles") for the sum of Four Thousand Six Hundred Eighty Eight and NO/100 Dollars, (\$4,688.00) receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

Sarah Sutton

("Buyer") all of the County's right, title and interest in and to the described real property, ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically from the surface of the Property.

The Property is located in the Topanga area of the Unincorporated Territory of the County of Los Angeles, State of California and is more particularly described in the attached Exhibit A, which is incorporated herein by reference as though set forth in full.

SUBJECT TO AND BUYER TO ASSUME:

- All taxes, interest, penalties and assessments of record, if any.
- Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- The restrictions and covenants outlined in Exhibit B attached hereto and incorporated herein by this reference.

Dated _____

COUNTY OF LOS ANGELES

COLA LOG NO. _____

By _____
Yvonne B. Burke
Chair, Board of Supervisors

STATE OF CALIFORNIA))
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2008, the facsimile signature of _____, Chair, Board of Supervisors was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer
Board of Supervisors, County of Los Angeles

By _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By  Deputy

EXHIBIT A
LEGAL DESCRIPTION

APN: 4441-015-901 (PORTION)

That Portion of Lot 14 of Tract No. 3729 as Per Map Recorded In Book 41 Pages 17 Through 20 of Maps in the Office of the County of Los Angeles Recorder Described As Follows:

Lot 29 as Shown on Record of Survey Map Filed In Book 44 Pages 25, 26, and 27 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

EXHIBIT B
RESTRICTIONS AND COVENANTS

Deed Restrictions

1. At no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;
2. The Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction as that term is defined herein;
3. At no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;
4. Any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts, such as tennis courts, is expressly prohibited by this language;
5. Except as provided in subsection (b) below, fences higher than six feet shall not be installed on any part of the Property;
6. The Property, along with property currently owned by Buyer as identified in the COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL ("Buyer's Property") which has been recorded concurrently with this document and is incorporated herein by reference, will be held as one (1) parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for this subsection 6, Buyer's Property shall not be subject to any of the use restrictions contained in this Exhibit B;
7. The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and
8. In the event that Seller determines that these restrictions are not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have 30 days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within the 30 day period, described above, and such cure is commenced within such 30 day period and thereafter diligently prosecuted to completion, additional time to cure as determined by County will be allowed. If the Default Condition is not so cured, then all right, title, and interest in and to the Property shall revert back to Seller without further action by Seller. The record owner shall relinquish possession and execute a quitclaim deed conveying the Property to Seller upon request. In no event shall Seller have the right to take title to the Buyer's Property.

The defined terms are as follows:

- (a) Habitable Structure is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including, but not limited to, (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves, or other equipment for the purpose of preparing food; and (2) bathroom facilities including toilets, sinks, tubs, and showers.
- (b) Fire Break Construction is defined as construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within five (5) feet of the nearest property line of the Property.

RECORDING REQUESTED BY:
County of Los Angeles
AND MAIL TO:

Ryan Victor and Stacy L. Waneka
21935 Altaridge Drive
Topanga, CA 90290

Space above this line for Recorder's use

TAX PARCEL: 4434-035-902 (PORTION)

QUITCLAIM DEED

DOCUMENTARY TRANSFER TAX

COUNTY OF LOS ANGELES \$

CITY OF \$

TOTAL TAX \$

COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING, AT TIME OF SALE.

Signature of Declarant or Agent determining tax.

COUNTY OF LOS ANGELES
Firm Name

The **COUNTY OF LOS ANGELES**, a body corporate and politic, ("Seller" or "County of Los Angeles") for the sum of Three Thousand Three Hundred Fifty Eight And NO/100 Dollars, (\$3,358.00) receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

Ryan Victor and Stacy L. Waneka, husband and wife
as community property with rights of survivorship

("Buyer") all of the County's right, title and interest in and to the described real property, ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of five hundred (500) feet, measured vertically from the surface of the Property.

The Property is located in the Topanga area of the Unincorporated Territory of the County of Los Angeles, State of California and is more particularly described in the attached Exhibit A which is incorporated herein by reference as though set forth in full.

SUBJECT TO AND BUYER TO ASSUME:

- All taxes, interest, penalties, and assessments of record, if any.
- Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- The restrictions and covenants outlined in Exhibit B attached hereto and incorporated herein by this reference.

Dated _____

COUNTY OF LOS ANGELES

COLA LOG NO. _____

By _____

Yvonne B. Burke
Chair, Board of Supervisors

STATE OF CALIFORNIA))
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2008, the facsimile signature of _____, Chair, Board of Supervisors was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer
Board of Supervisors, County of Los Angeles

By _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

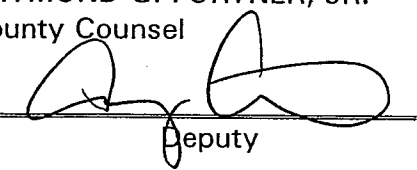
By  Deputy

EXHIBIT A
LEGAL DESCRIPTION
PROPERTY TO BE ACQUIRED

APN: 4434-035-902 (Portion)

Lot 292 as shown on map of Tract No. 3944 recorded in Book 72 pages 36 through 42 of Maps in the Office of the County Recorder of the County of Los Angeles, together with that portion of Altaridge Drive (shown as Alta Drive on said map) vacated by a resolution of the Board of Supervisors of said county, a copy of which is recorded in Book 17386 page 119 of Official Records of said county that would normally be conveyed with said Lot 291 reserving therefrom an "easement for public road purposes, but without the obligation of the County to build or maintain any road built thereon " for those portions of Altaridge Drive 25.00 feet wide that traverses Lot 292 as described in Documents Nos. 92-126871, 91-1913233, 91-1913232 and 91-1847711

Said easement for public road purposes shall run with the land and be binding upon all future owners, heirs and assigns.

Deed Restrictions

1. At no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;
2. The Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction as that term is defined herein;
3. At no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;
4. Any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving, to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts, such as tennis courts, is expressly prohibited by this language;
5. Except as provided in subsection (b) below, fences higher than six (6) feet shall not be installed on any part of the Property;
6. The Property, along with property currently owned by Buyer as identified in the COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL ("Buyer's Property") which has been recorded concurrently with this document and is incorporated herein by reference, will be held as one (1) parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for this subsection 6, Buyer's Property shall not be subject to any of the use restrictions contained in this Exhibit B;
7. The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and
8. In the event that County of Los Angeles determines that these restrictions are not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have thirty (30) days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within such thirty (30) day period, and such cure is commenced within such thirty (30) day period and thereafter diligently prosecuted to completion, additional time to cure as determined by County will be allowed. If the Default Condition is not so cured, then all right, title, and interest in and to the Property shall revert back to County of Los Angeles without further action by County of Los Angeles. The record owner shall relinquish possession and execute a quit claim deed conveying the Property to County of Los Angeles upon request. In no event shall County of Los Angeles have the right to take title to the Buyer's Property.

The defined terms are as follows:

- (a) Habitable Structure is any enclosed structure having any type of plumbing fixtures or food preparation area, including, but not limited to, (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves, or other equipment for the purpose of preparing food; and (2) bathroom facilities including toilets, sinks, tubs, and showers.
- (b) Fire Break Construction is construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within five (5) feet of the nearest property line of the Property.

RECORDING REQUESTED BY:
County of Los Angeles
AND MAIL TO:

Dale D. Menagh and Debra G. Rackear,
Trustees of the Menagh/ Rackear
Revocable Trust
22013 Altaridge Drive
Topanga, CA 90290

Space above this line for Recorder's use

TAX PARCEL: 4434-035-902 (PORTION)

QUITCLAIM DEED

DOCUMENTARY TRANSFER TAX

COUNTY OF LOS ANGELES \$

CITY OF \$

TOTAL TAX \$

COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING, AT TIME OF SALE.

Signature of Declarant or Agent determining tax.

COUNTY OF LOS ANGELES
Firm Name

The **COUNTY OF LOS ANGELES**, a body corporate and politic, ("Seller" or "County of Los Angeles") for the sum of Four Thousand One Hundred Forty Two And NO/100 Dollars, (\$4,142.00) receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

Dale D. Menagh and Debra G. Rackear, Trustees of the Menagh/ Rackear Revocable Trust

("Buyer") all of the County's right, title and interest in and to the described real property, ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of five hundred (500) feet, measured vertically from the surface of the Property.

The Property is located in the Topanga area of the Unincorporated Territory of the County of Los Angeles, State of California and is more particularly described in the attached Exhibit A which is incorporated herein by reference as though set forth in full.

SUBJECT TO AND BUYER TO ASSUME:

- All taxes, interest, penalties, and assessments of record, if any.
- Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- The restrictions and covenants outlined in Exhibit B attached hereto and incorporated herein by this reference.

Dated _____

COUNTY OF LOS ANGELES

COLA LOG NO. _____

By _____

Yvonne B. Burke
Chair, Board of Supervisors

STATE OF CALIFORNIA))
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2008, the facsimile signature of _____, Chair, Board of Supervisors was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer
Board of Supervisors, County of Los Angeles

By _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By  Deputy

EXHIBIT A
LEGAL DESCRIPTION

APN: 4434-035-902 (Portion)

Lot 291 as shown on map of Tract No. 3944 recorded in Book 72 pages 36 through 42 of Maps in the Office of the County Recorder of the County of Los Angeles, together with that portion of Altaridge Drive (shown as Alta Drive on said map) vacated by a resolution of the Board of Supervisors of said county, a copy of which is recorded in Book 17386 page 119 of Official Records of said county that would normally be conveyed with said Lot 291 reserving therefrom an "easement for public road purposes, but without the obligation of the County to build or maintain any road built thereon" for those portions of Altaridge Drive 25.00 feet wide that traverses Lot 291 as described in Documents Nos. 92-126871, 91-1913233, 91-1913232 and 91-1847711

Said easement for public road purposes shall run with the land and be binding upon all future owners, heirs and assigns.

Deed Restrictions

1. At no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;
2. The Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction as that term is defined herein;
3. At no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;
4. Any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving, to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts, such as tennis courts, is expressly prohibited by this language;
5. Except as provided in subsection (b) below, fences higher than six (6) feet shall not be installed on any part of the Property;
6. The Property, along with property currently owned by Buyer as identified in the COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL ("Buyer's Property") which has been recorded concurrently with this document and is incorporated herein by reference, will be held as one (1) parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for this subsection 6, Buyer's Property shall not be subject to any of the use restrictions contained in this Exhibit B;
7. The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and
8. In the event that County of Los Angeles determines that these restrictions are not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have thirty (30) days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within such thirty (30) day period, and such cure is commenced within such thirty (30) day period and thereafter diligently prosecuted to completion, additional time to cure as determined by County will be allowed. If the Default Condition is not so cured, then all right, title, and interest in and to the Property shall revert back to County of Los Angeles without further action by County of Los Angeles. The record owner shall relinquish possession and execute a quit claim deed conveying the Property to County of Los Angeles upon request. In no event shall County of Los Angeles have the right to take title to the Buyer's Property.

The defined terms are as follows:

- (a) Habitable Structure is any enclosed structure having any type of plumbing fixtures or food preparation area, including, but not limited to, (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves, or other equipment for the purpose of preparing food; and (2) bathroom facilities including toilets, sinks, tubs, and showers.
- (b) Fire Break Construction is construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within five (5) feet of the nearest property line of the Property.

RECORDING REQUESTED BY:
County of Los Angeles

AND MAIL TO:

Kathy M. Vilim
Stephen A. Kirschner
21300 Hillside Drive
Topanga, CA 90290

Space above this line for Recorder's use

TAX PARCEL: APN: 4440-023-900 (PORTION),
4440-024-900

QUITCLAIM DEED

DOCUMENTARY TRANSFER TAX	
COUNTY OF LOS ANGELES	\$ _____
CITY OF _____	\$ _____
TOTAL TAX	\$ _____
<input type="checkbox"/> COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, <input type="checkbox"/> OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING, AT TIME OF SALE.	
_____ Signature of Declarant or Agent determining tax.	
_____ COUNTY OF LOS ANGELES Firm Name	

The **COUNTY OF LOS ANGELES**, a body corporate and politic, ("Seller" or County of Los Angeles") for the sum of Sixteen Thousand Three Hundred and NO/100 Dollars, (\$16,300.00) receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

Kathleen M. Vilim and Stephen A. Kirschner, wife and husband as joint tenants with rights of survivorship

("Buyer") all of the County's right, title and interest in and to the described real property, ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically from the surface of the Property.

The Property is located in the Topanga area of the Unincorporated Territory of the County of Los Angeles, State of California and is more particularly described in the attached Exhibit A which is incorporated herein by reference as though set forth in full.

SUBJECT TO AND BUYER TO ASSUME:

- All taxes, interest, penalties and assessments of record, if any.
- Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- The restrictions and covenants outlined in Exhibit B attached hereto and incorporated herein by this reference.

Dated _____

COUNTY OF LOS ANGELES

COLA LOG NO. _____

By _____

Yvonne B. Burke
Chair, Board of Supervisors

STATE OF CALIFORNIA))
COUNTY OF LOS ANGELES)) ss.

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2008, the facsimile signature of _____, Chair, Board of Supervisors was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer
Board of Supervisors, County of Los Angeles

By _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

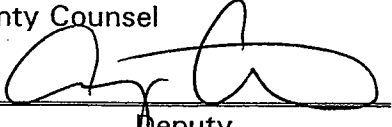
By  Deputy

EXHIBIT A
LEGAL DESCRIPTION

APN: 4440-023-900 (PORTION), 4440-024-900 (PORTION)

THAT PORTION OF LOT 229 AS SHOWN ON MAP OF TRACT NO. 6943 RECORDED IN BOOK 105 PAGES 74 THROUGH 82 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES LYING SOUTHERLY OF A STRAIGHT LINE BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF THE NORTHWESTERLY 10.00 FEET OF SAID LOT 229 WITH THE SOUTHWESTERLY LINE OF SAID LOT 229 AND TERMINATING AT THE MOST EASTERLY CORNER OF SAID LOT 229, CONSISTING OF 2,764 SQUARE FEET.

LOTS 231, 232, 233, 234, 243, 244, 245, AND 246 AS SHOWN ON MAP OF TRACT NO. 6943 RECORDED IN BOOK 105 PAGES 74 THROUGH 82 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

EXHIBIT B
RESTRICTIONS AND COVENANTS

Deed Restrictions

1. at no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;
2. the Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction as that term is defined herein;
3. at no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;
4. any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts such as tennis courts is expressly prohibited by this language;
5. except as provided in subsection (b) below, fences higher than six (6) feet shall not be installed on any part of the Property;
6. the Property, along with property currently owned by Buyer as identified in the COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL ("Buyer's Property") which has been recorded concurrently with this document and is incorporated herein by reference, will be held as one parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for this subsection 6, Buyer's Property shall not be subject to any of the use restrictions contained in this Exhibit B;
7. the use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and
8. in the event that Seller determines that these restrictions are not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have 30 days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within such 30 day period, and such cure is commenced within such 30 day period and thereafter diligently prosecuted to completion, additional time to cure as determined by County will be allowed. If the Default Condition is not so cured, then all right, title and interest in and to the Property shall revert back to Seller without further action by Seller. The record owner shall relinquish possession and execute a quit claim deed conveying the Property to Seller upon request. In no event shall Seller have the right to take title to the Buyer's Property.

The defined terms are as follows:

- (a) Habitable Structure: is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including but not limited to: (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves or other equipment for the purpose of preparing food and; (2) bathroom facilities including toilets, sinks, tubs and showers.
- (b) Fire Break Construction: is defined as construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within 5 feet of the nearest property line of the Property.

RECORDING REQUESTED BY:
County of Los Angeles

AND MAIL TO:

Ranier Lang, Trustee
Joyce Wisdom, Trustee
Lang-Wisdom Family Trust Agreement
dated January 25, 2000
21144 Hillside Drive
Topanga, CA 90290

Space above this line for Recorder's use

TAX PARCEL: APN: 4440-021-900 (PORTION),
4440-023-900 (PORTION)

QUITCLAIM DEED

DOCUMENTARY TRANSFER TAX

COUNTY OF LOS ANGELES \$

CITY OF \$

TOTAL TAX \$

— COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
— OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING, AT TIME OF SALE.

Signature of Declarant or Agent determining tax.

COUNTY OF LOS ANGELES
Firm Name

The **COUNTY OF LOS ANGELES**, a body corporate and politic, ("Seller" or "County of Los Angeles") for the sum of Fifteen Thousand Two Hundred and NO/100 Dollars, (\$15,200.00) receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

Lang-Wisdom Family Trust Agreement dated January 25, 2000, Ranier Lang and Joyce Wisdom,
Trustees

("Buyer") all of the County's right, title and interest in and to the described real property, ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically from the surface of the Property.

The Property is located in the Topanga area of the Unincorporated Territory of the County of Los Angeles, State of California and is more particularly described in the attached Exhibit A which is incorporated herein by reference as though set forth in full.

SUBJECT TO AND BUYER TO ASSUME:

- All taxes, interest, penalties and assessments of record, if any.
- Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- The restrictions and covenants outlined in Exhibit B attached hereto and incorporated herein by this reference.

Dated _____

COUNTY OF LOS ANGELES

COLA LOG NO. _____

By _____

Yvonne B. Burke
Chair, Board of Supervisors

STATE OF CALIFORNIA))
COUNTY OF LOS ANGELES)) ss.

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2008, the facsimile signature of _____, Chair, Board of Supervisors was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer
Board of Supervisors, County of Los Angeles

By _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

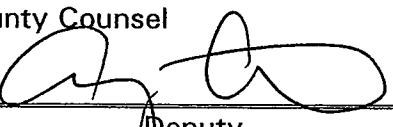
By  Deputy

EXHIBIT A
LEGAL DESCRIPTION

APN: 4440-021-900 (PORTION), 4440-023-900 (PORTION)

LOTS 195, 235, 236, 237, 238, 239, 242 OF TRACT NO. 6943 IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 105, PAGES 74 TO 82 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.

EXHIBIT B
RESTRICTIONS AND COVENANTS

Deed Restrictions

1. At no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;
2. The Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction as that term is defined herein;
3. At no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;
4. Any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts, such as tennis courts, is expressly prohibited by this language;
5. Except as provided in subsection (b) below, fences higher than six (6) feet shall not be installed on any part of the Property;
6. The Property, along with property currently owned by Buyer as identified in the COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL ("Buyer's Property") which has been recorded concurrently with this document and is incorporated herein by reference, will be held as one parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for this subsection 6, Buyer's Property shall not be subject to any of the use restrictions contained in this Exhibit B;
7. The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and
8. In the event that Seller determines that these restrictions are not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have thirty (30) days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within such thirty (30) day period, and such cure is commenced within such thirty (30) day period and thereafter diligently prosecuted to completion, additional time to cure as determined by County will be allowed. If the Default Condition is not so cured, then all right, title, and interest in and to the Property shall revert back to Seller without further action by Seller. The record owner shall relinquish possession and execute a quitclaim deed conveying the Property to Seller upon request. In no event shall Seller have the right to take title to the Buyer's Property.

The defined terms are as follows:

- (a) Habitable Structure is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including, but not limited to, (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves, or other equipment for the purpose of preparing food; and (2) bathroom facilities including toilets, sinks, tubs, and showers.
- (b) Fire Break Construction is defined as construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within five (5) feet of the nearest property line of the Property.

RECORDING REQUESTED BY:
County of Los Angeles

AND MAIL TO:

Morgan Runyon and Frances McGivern
20720 Cheney Drive
Topanga, CA 90290

Space above this line for Recorder's use

TAX PARCEL: 4441-005-905 (PORTION)

QUITCLAIM DEED

DOCUMENTARY TRANSFER TAX	
COUNTY OF LOS ANGELES	\$ _____
CITY OF _____	\$ _____
TOTAL TAX	\$ _____
<input type="checkbox"/> COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, <input type="checkbox"/> OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING, AT TIME OF SALE.	
_____ Signature of Declarant or Agent determining tax.	
_____ COUNTY OF LOS ANGELES Firm Name	

The **COUNTY OF LOS ANGELES, a body corporate and politic**, ("Seller" or "County of Los Angeles") for the sum of Thirty Five Thousand One Hundred Sixty Five and NO/100 Dollars, (\$35,165.00) receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

Morgan Runyon and Frances McGivern, husband and wife as community property with rights of survivorship

("Buyer") all of the County's right, title and interest in and to the described real property, ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically from the surface of the Property.

The Property is located in the Topanga area of the Unincorporated Territory of the County of Los Angeles, State of California and is more particularly described in the attached Exhibit A, which is incorporated herein by reference as though set forth in full.

SUBJECT TO AND BUYER TO ASSUME:

- a. All taxes, interest, penalties and assessments of record, if any.
- b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- c. The restrictions and covenants outlined in Exhibit B attached hereto and incorporated herein by this reference.

Dated _____

COUNTY OF LOS ANGELES

COLA LOG NO. _____

By _____

Yvonne B. Burke
Chair, Board of Supervisors

STATE OF CALIFORNIA))
COUNTY OF LOS ANGELES)) ss.

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2008, the facsimile signature of _____, Chair, Board of Supervisors was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer
Board of Supervisors, County of Los Angeles

By _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

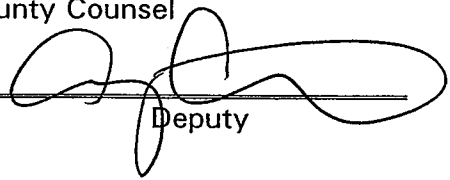
By  Deputy

EXHIBIT A
LEGAL DESCRIPTION

APN: 4441-005-905 (PORTION)

That portion of Lot 8 of Tract No. 3729 as per map recorded in Book 41, pages 17 to 20 of Maps, recorded with the Registrar-Recorder of Los Angeles County described as follows:

Lots 41, 42, 43, 44, 45, 46, 47, 48, 50, 51, and 52 as shown on Record of Survey Map filed in Book 44, pages 36 and 37 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

Deed Restrictions

1. At no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;
2. The Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction as that term is defined herein;
3. At no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;
4. Any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts, such as tennis courts, is expressly prohibited by this language;
5. Except as provided in subsection (b) below, fences higher than six feet shall not be installed on any part of the Property;
6. The Property, along with property currently owned by Buyer as identified in the COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL ("Buyer's Property") which has been recorded concurrently with this document and is incorporated herein by reference, will be held as one (1) parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for this subsection 6, Buyer's Property shall not be subject to any of the use restrictions contained in this Exhibit B;
7. The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and
8. In the event that Seller determines that these restrictions are not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have 30 days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within the 30 day period, described above, and such cure is commenced within such 30 day period and thereafter diligently prosecuted to completion, additional time to cure as determined by County will be allowed. If the Default Condition is not so cured, then all right, title, and interest in and to the Property shall revert back to Seller without further action by Seller. The record owner shall relinquish possession and execute a quitclaim deed conveying the Property to Seller upon request. In no event shall Seller have the right to take title to the Buyer's Property.

The defined terms are as follows:

- (a) Habitable Structure is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including, but not limited to, (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves, or other equipment for the purpose of preparing food; and (2) bathroom facilities including toilets, sinks, tubs, and showers.
- (b) Fire Break Construction is defined as construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within five (5) feet of the nearest property line of the Property.

RECORDING REQUESTED BY:
County of Los Angeles

AND MAIL TO:

William J. Buerge
20422 Callon Drive
Topanga, CA 90290

Space above this line for Recorder's use

TAX PARCEL: 4441-005-905 (PORTION)

QUITCLAIM DEED

DOCUMENTARY TRANSFER TAX

COUNTY OF LOS ANGELES \$

CITY OF \$

TOTAL TAX \$

___ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
___ OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING, AT TIME OF SALE.

Signature of Declarant or Agent determining tax.

COUNTY OF LOS ANGELES
Firm Name

The **COUNTY OF LOS ANGELES**, a body corporate and politic, ("Seller" or "County of Los Angeles") for the sum of Seven Thousand Thirty Two and NO/100 Dollars, (\$7,032.00) receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

William J. Buerge

("Buyer") all of the County's right, title and interest in and to the described real property, ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically from the surface of the Property.

The Property is located in the Topanga area of the Unincorporated Territory of the County of Los Angeles, State of California and is more particularly described in the attached Exhibit A, which is incorporated herein by reference as though set forth in full.

SUBJECT TO AND BUYER TO ASSUME:

- All taxes, interest, penalties and assessments of record, if any.
- Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- The restrictions and covenants outlined in Exhibit B attached hereto and incorporated herein by this reference.

Dated _____

COUNTY OF LOS ANGELES

COLA LOG NO. _____

By _____

Yvonne B. Burke
Chair, Board of Supervisors

STATE OF CALIFORNIA))
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2008, the facsimile signature of _____, Chair, Board of Supervisors was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer
Board of Supervisors, County of Los Angeles

By _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

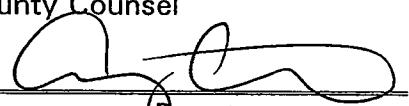
By  Deputy

EXHIBIT A.
LEGAL DESCRIPTION

APN: 4441-005-905 (PORTION)

That portion of Lot 8 of Tract No. 3729 as per map recorded in Book 41, pages 17 to 20 of Maps, recorded with the Registrar-Recorder of Los Angeles County described as follows:

Lots 20, 21, and 22 as shown on Record of Survey Map filed in Book 44, pages 36 and 37 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

EXHIBIT B
RESTRICTIONS AND COVENANTS

Deed Restrictions

1. At no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;
2. The Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction as that term is defined herein;
3. At no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;
4. Any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts, such as tennis courts, is expressly prohibited by this language;
5. Except as provided in subsection (b) below, fences higher than six feet shall not be installed on any part of the Property;
6. The Property, along with property currently owned by Buyer as identified in the COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL ("Buyer's Property") which has been recorded concurrently with this document and is incorporated herein by reference, will be held as one (1) parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for this subsection 6, Buyer's Property shall not be subject to any of the use restrictions contained in this Exhibit B;
7. The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and
8. In the event that Seller determines that these restrictions are not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have 30 days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within the 30 day period, described above, and such cure is commenced within such 30 day period and thereafter diligently prosecuted to completion, additional time to cure as determined by County will be allowed. If the Default Condition is not so cured, then all right, title, and interest in and to the Property shall revert back to Seller without further action by Seller. The record owner shall relinquish possession and execute a quitclaim deed conveying the Property to Seller upon request. In no event shall Seller have the right to take title to the Buyer's Property.

The defined terms are as follows:

- (a) Habitable Structure is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including, but not limited to, (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves, or other equipment for the purpose of preparing food; and (2) bathroom facilities including toilets, sinks, tubs, and showers.
- (b) Fire Break Construction is defined as construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within five (5) feet of the nearest property line of the Property.

RECORDING REQUESTED BY:
County of Los Angeles

AND MAIL TO:

Bill Holt
2733 Villa Vista Way
Orange, CA 92867

Space above this line for Recorder's use

TAX PARCEL: 4441-005-905 (PORTION)

QUITCLAIM DEED

DOCUMENTARY TRANSFER TAX	
COUNTY OF LOS ANGELES	\$ _____
CITY OF _____	\$ _____
TOTAL TAX	\$ _____
<input type="checkbox"/> COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, <input type="checkbox"/> OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING, AT TIME OF SALE.	
_____ Signature of Declarant or Agent determining tax.	
_____ COUNTY OF LOS ANGELES Firm Name	

The **COUNTY OF LOS ANGELES**, a body corporate and politic, ("Seller" or "County of Los Angeles") for the sum of Four Thousand Nine Hundred Eighty and NO/100 Dollars, (\$4,980.00) receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

Bill Holt, a married man as his sole and separate property

("Buyer") all of the County's right, title and interest in and to the described real property, ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically from the surface of the Property.

The Property is located in the Topanga area of the Unincorporated Territory of the County of Los Angeles, State of California and is more particularly described in the attached Exhibit A, which is incorporated herein by reference as though set forth in full.

SUBJECT TO AND BUYER TO ASSUME:

- a. All taxes, interest, penalties and assessments of record, if any.
- b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- c. The restrictions and covenants outlined in Exhibit B attached hereto and incorporated herein by this reference.

Dated _____

COUNTY OF LOS ANGELES

COLA LOG NO. _____

By _____
Yvonne B. Burke
Chair, Board of Supervisors

STATE OF CALIFORNIA))
COUNTY OF LOS ANGELES)) ss.

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2008, the facsimile signature of _____, Chair, Board of Supervisors was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer
Board of Supervisors, County of Los Angeles

By _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

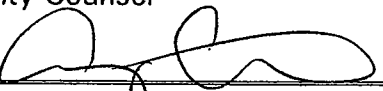
By 
Deputy

EXHIBIT A
LEGAL DESCRIPTION

APN: 4441-005-905 (PORTION)

That portion of Lot 8 of Tract No. 3729 as per map recorded in Book 41, pages 17 to 20 of Maps, recorded with the Registrar-Recorder of Los Angeles County described as follows:

Lots 30 and 35 as shown on Record of Survey Map filed in Book 44, pages 36 and 37 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

Deed Restrictions

1. At no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;
2. The Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction as that term is defined herein;
3. At no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;
4. Any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts, such as tennis courts, is expressly prohibited by this language;
5. Except as provided in subsection (b) below, fences higher than six feet shall not be installed on any part of the Property;
6. The Property, along with property currently owned by Buyer as identified in the COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL ("Buyer's Property") which has been recorded concurrently with this document and is incorporated herein by reference, will be held as one (1) parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for this subsection 6, Buyer's Property shall not be subject to any of the use restrictions contained in this Exhibit B;
7. The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and
8. In the event that Seller determines that these restrictions are not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have 30 days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within the 30 day period, described above, and such cure is commenced within such 30 day period and thereafter diligently prosecuted to completion, additional time to cure as determined by County will be allowed. If the Default Condition is not so cured, then all right, title, and interest in and to the Property shall revert back to Seller without further action by Seller. The record owner shall relinquish possession and execute a quitclaim deed conveying the Property to Seller upon request. In no event shall Seller have the right to take title to the Buyer's Property.

The defined terms are as follows:

- (a) Habitable Structure is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including, but not limited to, (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves, or other equipment for the purpose of preparing food; and (2) bathroom facilities including toilets, sinks, tubs, and showers.
- (b) Fire Break Construction is defined as construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within five (5) feet of the nearest property line of the Property.

RECORDING REQUESTED BY:
County of Los Angeles

AND MAIL TO:

Elena M. Roche
20277 W. Rochemont Drive.
Topanga, CA 90290

Space above this line for Recorder's use

TAX PARCEL: 4441-005-905 (PORTION)

QUITCLAIM DEED

DOCUMENTARY TRANSFER TAX	
COUNTY OF LOS ANGELES	\$ _____
CITY OF _____	\$ _____
TOTAL TAX	\$ _____
<input type="checkbox"/> COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, <input type="checkbox"/> OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING, AT TIME OF SALE.	
Signature of Declarant or Agent determining tax. _____	
<u>COUNTY OF LOS ANGELES</u> Firm Name	

The **COUNTY OF LOS ANGELES**, a body corporate and politic, ("Seller" or "County of Los Angeles") for the sum of Nine Thousand Three Hundred and NO/100 Dollars, (\$9,300.00) receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

Elena M. Roche, a married woman as her sole and separate property

("Buyer") all of the County's right, title and interest in and to the described real property, ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically from the surface of the Property.

The Property is located in the Topanga area of the Unincorporated Territory of the County of Los Angeles, State of California and is more particularly described in the attached Exhibit A, which is incorporated herein by reference as though set forth in full.

SUBJECT TO AND BUYER TO ASSUME:

- All taxes, interest, penalties and assessments of record, if any.
- Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- The restrictions and covenants outlined in Exhibit B attached hereto and incorporated herein by this reference.

Dated _____

COUNTY OF LOS ANGELES

COLA LOG NO. _____

By _____
Yvonne B. Burke
Chair, Board of Supervisors

STATE OF CALIFORNIA))
COUNTY OF LOS ANGELES)) ss.

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2008, the facsimile signature of _____, Chair, Board of Supervisors was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer
Board of Supervisors, County of Los Angeles

By _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By  Deputy

EXHIBIT A
LEGAL DESCRIPTION
PROPERTY TO BE ACQUIRED

APN: 4441-005-905 (PORTION)

That portion of Lot 8 of Tract No. 3729 as per map recorded in Book 41, pages 7 to 20 of Maps, recorded with the Registrar-Recorder of Los Angeles County described as follows:

Lots 31, 32, 33, and 34 as shown on Record of Survey Map filed in Book 44, pages 36 and 37 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

Deed Restrictions

1. At no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;
2. The Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction as that term is defined herein;
3. At no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;
4. Any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts, such as tennis courts, is expressly prohibited by this language;
5. Except as provided in subsection (b) below, fences higher than six feet shall not be installed on any part of the Property;
6. The Property, along with property currently owned by Buyer as identified in the COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL ("Buyer's Property") which has been recorded concurrently with this document and is incorporated herein by reference, will be held as one (1) parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for this subsection 6, Buyer's Property shall not be subject to any of the use restrictions contained in this Exhibit B;
7. The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and
8. In the event that Seller determines that these restrictions are not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have 30 days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within the 30 day period, described above, and such cure is commenced within such 30 day period and thereafter diligently prosecuted to completion, additional time to cure as determined by County will be allowed. If the Default Condition is not so cured, then all right, title, and interest in and to the Property shall revert back to Seller without further action by Seller. The record owner shall relinquish possession and execute a quitclaim deed conveying the Property to Seller upon request. In no event shall Seller have the right to take title to the Buyer's Property.

The defined terms are as follows:

- (a) Habitable Structure is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including, but not limited to, (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves, or other equipment for the purpose of preparing food; and (2) bathroom facilities including toilets, sinks, tubs, and showers.
- (b) Fire Break Construction is defined as construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within five (5) feet of the nearest property line of the Property.

RECORDING REQUESTED BY:
County of Los Angeles

AND MAIL TO:

Alberta Fay McNulty
3020 Oro Grande Blvd.
Lake Havasu City, AZ 86406

Space above this line for Recorder's use

TAX PARCEL: 4441-005-905 (PORTION)

QUITCLAIM DEED

DOCUMENTARY TRANSFER TAX

COUNTY OF LOS ANGELES \$

CITY OF \$

TOTAL TAX \$

COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING, AT TIME OF SALE.

Signature of Declarant or Agent determining tax.

COUNTY OF LOS ANGELES
Firm Name

The **COUNTY OF LOS ANGELES**, a body corporate and politic, ("Seller" or "County of Los Angeles") for the sum of Twenty Seven Thousand Sixteen and NO/100 Dollars, (\$27,016.00) receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

Alberta Fay McNulty, a married woman as her sole and separate property

("Buyer") all of the County's right, title and interest in and to the described real property, ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically from the surface of the Property.

The Property is located in the Topanga area of the Unincorporated Territory of the County of Los Angeles, State of California and is more particularly described in the attached Exhibit A, which is incorporated herein by reference as though set forth in full.

SUBJECT TO AND BUYER TO ASSUME:

- All taxes, interest, penalties and assessments of record, if any.
- Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- The restrictions and covenants outlined in Exhibit B attached hereto and incorporated herein by this reference.

Dated _____

COUNTY OF LOS ANGELES

COLA LOG NO. _____

By _____
Yvonne B. Burke
Chair, Board of Supervisors

STATE OF CALIFORNIA))
COUNTY OF LOS ANGELES)) ss.

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2008, the facsimile signature of _____, Chair, Board of Supervisors was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer
Board of Supervisors, County of Los Angeles

By _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

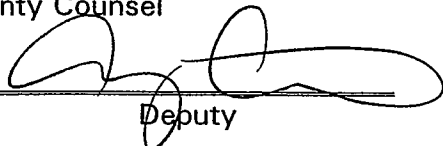
By  Deputy

EXHIBIT A
LEGAL DESCRIPTION

APN: 4441-005-905 (PORTION)

That portion of Lot 8 of Tract No. 3729 as per map recorded in Book 41, pages 17 to 20 of Maps, recorded with the Registrar-Recorder of Los Angeles County described as follows:

Lots 23, 24, 25, 26, 27, 28, 29, 36, 37, and 38 as shown on Record of Survey Map filed in Book 44, pages 36 and 37 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

Deed Restrictions

1. At no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;
2. The Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction as that term is defined herein;
3. At no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;
4. Any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts, such as tennis courts, is expressly prohibited by this language;
5. Except as provided in subsection (b) below, fences higher than six feet shall not be installed on any part of the Property;
6. The Property, along with property currently owned by Buyer as identified in the COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL ("Buyer's Property") which has been recorded concurrently with this document and is incorporated herein by reference, will be held as one (1) parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for this subsection 6, Buyer's Property shall not be subject to any of the use restrictions contained in this Exhibit B;
7. The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and
8. In the event that Seller determines that these restrictions are not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have 30 days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within the 30 day period, described above, and such cure is commenced within such 30 day period and thereafter diligently prosecuted to completion, additional time to cure as determined by County will be allowed. If the Default Condition is not so cured, then all right, title, and interest in and to the Property shall revert back to Seller without further action by Seller. The record owner shall relinquish possession and execute a quitclaim deed conveying the Property to Seller upon request. In no event shall Seller have the right to take title to the Buyer's Property.

The defined terms are as follows:

- (a) Habitable Structure is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including, but not limited to, (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves, or other equipment for the purpose of preparing food; and (2) bathroom facilities including toilets, sinks, tubs, and showers.
- (b) Fire Break Construction is defined as construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within five (5) feet of the nearest property line of the Property.

ATTACHMENT 3
SALE AND PURCHASE AGREEMENTS

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2008 by and between the **COUNTY OF LOS ANGELES** ("Seller"), and Kevin S. Reed and Justine E. Lewis ("Buyer"). Based upon the mutual consideration provided for herein, Seller and Buyer agree as follows:

1. Sale and Purchase. Seller is the owner of certain real property adjoining Penny Road, in the Topanga area of unincorporated County of Los Angeles, State of California and legally described in Exhibit A, attached hereto and incorporated herein by reference, ("Property"). Seller desires to sell the Property, and convey it to Buyer, and Buyer desires to purchase the Property and accept it from Seller, for the consideration and on the terms and conditions hereinafter set forth.

2. Purchase Price. The purchase price ("Purchase Price") for the Property is Twenty Eight Thousand Nine Hundred Seventy Three Dollars and 00/100 Dollars (\$28,973.00), payable by Buyer to Seller as follows:

A. Two Thousand Eight Hundred Ninety Seven and 30/100 Dollars (\$2,897.30) receipt of which is hereby acknowledged by the Seller ("Down Payment"). The Down Payment shall be refunded to Buyer only in the event the Property is not conveyed to Buyer due to Seller's inability to convey the Property.

B. The remaining balance of Twenty Six Thousand Seventy Five and 70/100 Dollars (\$26,075.70) to be paid in full on October 20, 2008, which is one business day prior to the conveyance of the Property in accordance with Section 4.

Payments shall be made by certified check payable to the County of Los Angeles.

3. Costs. All costs and expenses related to this transaction shall be paid by Buyer, including, but not limited to, the cost of a title insurance policy, and all documentary transfer taxes and document drafting, recording and any other miscellaneous charges and fees. In the event any cost or expense is paid by Seller, Buyer shall immediately upon Seller's request remit a check payable to the County of Los Angeles in an amount equal to such costs and expenses.

4. Conveyance and Closing Date. Seller shall convey the Property to Buyer by quitclaim deed ("Deed"), subject to:

A. All taxes, interest, penalties, and assessments of record assessed but not yet due, if any;

B. Covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record, if any; and

C. The following restrictions:

- i. At no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;
- ii. The Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction as that term is defined herein;
- iii. At no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;
- iv. Any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts, such as tennis courts, is expressly prohibited by this language;
- v. Except as provided in subsection (b) below, fences higher than six feet shall not be installed on any part of the Property;
- vi. The Property, along with property currently owned by Buyer and described in Exhibit B ("Buyer's Property") attached hereto and incorporated herein by reference, will be held as one parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for subsection vi, Buyer's Property shall not be subject to any of the use restrictions contained in this Agreement;
- vii. The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and
- viii. In the event that Seller determines that these restrictions are not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have thirty (30) days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within the thirty (30) day period described above, and

such cure is commenced within such thirty (30) day period and thereafter diligently prosecuted to completion, additional time to cure, as determined by the County, will be allowed. If the Default Condition is not so cured, then all right, title, and interest in and to the Property shall revert back to Seller without further action by Seller. The record owner shall relinquish possession and execute a quitclaim deed conveying the Property to Seller upon request. In no event shall Seller have the right to take title to the Buyer's Property.

The defined terms are as follows:

- a. Habitable Structures is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including, but not limited to, (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves, or other equipment for the purpose of preparing food; and (2) bathroom facilities including toilets, sinks, tubs, and showers.
 - b. Fire Break Construction is defined as construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within five (5) feet of the nearest property line of the Property
- D. Seller's reservation to itself and exception from the conveyance contemplated herein of all oil, gas, hydrocarbons, or other minerals in and under the Property, without the use of the surface or subsurface, to a depth of five hundred (500) feet, measured vertically, from the surface of the Property.
- E. Seller shall convey the Property on or before the later of (i) October 21, 2008, or (ii) a date occurring fifteen (15) days after the date the County of Los Angeles Board of Supervisors approves the sale of the Property.

In satisfaction of item C.vi. above, Buyer agrees to execute the Covenant and Agreement to Hold Property as One Parcel, attached hereto as Exhibit C and incorporated herein by reference.

5. Title. Buyer understands that the Property is being sold without any warranty regarding the condition of title to the Property; Buyer accepts all matters of record and understands that Seller will not provide a policy of title insurance and makes no representations or warranties as to condition of title. Seller recommends that Buyer retain, at Buyer's sole cost and expense, a licensed title company to issue a policy of

title insurance. Buyer agrees that the condition of title shall not be cause for Buyer's cancellation of this Agreement and in the event Buyer cancels the sale because of problems related to title, then Seller shall retain the Down Payment.

6. Recording. Seller shall prepare the Deed indicating title to the Property to be vested in the name of the Buyer as follows: Kevin S. Reed and Justine E. Lewis, as joint tenants and shall cause the Deed to be recorded in the official records of the Los Angeles County Recorder.

7. Delivery of Deed. Seller shall transmit to Buyer a copy of the Deed stamped by the Recorder, the original of which shall be mailed to the Buyer by the Recorder at the address for notice to Buyer pursuant to Section 13 hereof.

8. Condition of the Property.

- A. Buyer acknowledges that Buyer is purchasing the Property "as is," solely in reliance on Buyer's own investigation, and that no representation or warranty of any kind whatsoever, express or implied, has been made by Seller or Seller's agents. Any information given or disclosure made to Buyer by Seller or Seller's agents concerning the Property shall not constitute a representation or warranty made by Seller. Buyer has been given the full opportunity to inspect the Property prior to execution of this Agreement. Buyer shall assume the cost and expense for the removal of all contaminated materials, toxic or hazardous substances, and asbestos, if any, on the Property.
- B. Seller has disclosed to Buyer the following information that impacts Buyer's use of the Property: None, other than as set forth herein. Such disclosures are not exhaustive and do not imply that no other conditions impact Buyer's use of, or the value of the Property or that other conditions are not known to Seller.
- C. Buyer also acknowledges that it is aware of all zoning regulations, other governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Property, and Buyer agrees to purchase the Property in said condition.
- D. Buyer waives any and all claims, and agrees to indemnify, defend, save, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents, from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever.

9. Possession/Risk of Loss. All risk of loss or damage with respect to the Property shall pass from Seller to Buyer upon recordation of the Deed.

10. Brokerage Commission. Buyer and Seller hereby acknowledge and

represent that there are no broker's commission or finder's fees due in connection with the transaction contemplated by this Agreement. Each party shall indemnify and hold the other party harmless from any claim of any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of either party with respect to the transaction contemplated hereunder.

11. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or agreements made or purported to be executed or made between the parties prior to the date hereof, the provisions contained in this Agreement shall in all instances govern and prevail.

12. Assignment. This Agreement is not assignable. Buyer shall not assign or attempt to assign this Agreement, or any rights hereunder, to any other person or entity. Any such assignment or purported assignment shall be null and void, and of no force and effect whatsoever.

13. Notices. All notices, demands, and requests required or desired to be given pursuant to this Agreement by either party shall be sent by United States Mail, registered or certified, postage prepaid, and addressed to the parties as follows:

Seller: County of Los Angeles
Chief Executive Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea, Manager
Property Management

Buyer: Kevin S. Reed and Justine E. Lewis
1432 Penny Road
Topanga, CA 90290

Notices, demands, and requests served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement at the time the notice, demand, or request is postmarked to the addresses shown above.

14. Time is of the Essence. Time is of the essence for each and every term, condition, covenant, obligation, and provision of this Agreement.

15. Seller's Remedies. In the event of Buyer's failure to consummate the transaction contemplated by this Agreement, Seller shall have all remedies in law and equity, and shall be entitled to enforce this Agreement and to obtain the benefit of the bargain contained herein. The retention by Seller of the Down Payment to set off such consequential damages based on the cost to the Seller of the sale shall not be deemed a waiver or relinquishment of any other remedies.

THE DOWN PAYMENT SHALL BE RETAINED BY SELLER, IN THE EVENT OF BUYER'S FAILURE TO CONSUMMATE THE TRANSACTION CONTEMPLATED BY

THIS AGREEMENT, TO COMPENSATE SELLER FOR THE COST ASSOCIATED WITH NEGOTIATING, OBTAINING BOARD OF SUPERVISOR APPROVAL AND ENTERING INTO THIS AGREEMENT. THE DOWN PAYMENT AMOUNT SHALL BE PRESUMED TO BE A REASONABLE ESTIMATE OF THE AMOUNT OF ACTUAL CONSEQUENTIAL DAMAGES SUSTAINED BY SELLER BECAUSE OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY. SELLER HAS AUDITED ITS HISTORIC COSTS OF CONDUCTING NEGOTIATIONS, OBTAINING BOARD OF SUPERVISOR APPROVAL AND ENTERING INTO THIS AGREEMENT AND HAS DETERMINED THAT SUCH COSTS EXCEED TWENTY FIVE THOUSAND DOLLARS (\$25,000). AS SUCH, IN THE EVENT OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY, BUYER AND SELLER AGREE AS FOLLOWS: (1) THAT SELLER'S RETENTION OF THE DOWN PAYMENT IS PARTICULARLY APPROPRIATE FOR THIS TRANSACTION; (2) THAT THE AMOUNT OF THE DOWN PAYMENT IS INSUFFICIENT TO COVER SELLER'S COST OF THIS TRANSACTION; AND (3) THAT THE DOWN PAYMENT SHALL BE RETAINED BY SELLER, TOGETHER WITH ALL REMEDIES AT LAW OR IN EQUITY TO OTHERWISE ENFORCE THIS AGREEMENT AND OBTAIN THE BENEFIT OF THE BARGAIN. SELLER'S OTHER REMEDIES SHALL INCLUDE, WITHOUT LIMITATION, THE RIGHT TO SUE FOR THE EXCESS, IF ANY, WHICH WOULD HAVE BEEN DUE TO THE SELLER UNDER THIS AGREEMENT OVER THE VALUE OF THE PROPERTY TO SELLER, PLUS INTEREST, OR THE RIGHT TO SUE FOR SPECIFIC PERFORMANCE OF THIS AGREEMENT.

Seller's Initials _____

Buyer's Initials _____

Buyer's Initials _____

16. County Lobbyist Ordinance. Buyer is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate this Agreement.

17. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.

18. Binding on Successors. Subject to the limitations set forth herein, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

19. Governing Law and Forum. This Agreement shall be governed by and

construed in accordance with the internal laws of the State of California. Any litigation with respect to this Agreement shall be conducted in the courts of the County of Los Angeles, State of California.

20. Waivers. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.

21. Captions. The captions and the section and subsection numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.

22. No Presumption Re: Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

23. Assistance of Counsel. Each party hereto either had the assistance of counsel or had counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.

24. Required Actions of Buyer and Seller. Buyer and Seller agree to execute all such instruments and documents and to take all action as may be required in order to consummate the purchase and sale herein contemplated.

25. Power and Authority. The Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

26. Survival of Covenants. The covenants, agreements, representations, and warranties made herein are intended to survive the consummation of the sale of the Property and recordation of the Deed.

27. Interpretation. Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

28. Entire Agreement. This Agreement contains the entire agreement between the parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Seller and Buyer.

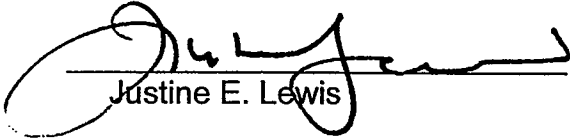
IN WITNESS HEREOF, the parties have executed this Agreement as of the day and year first written above.

BUYER

Kevin S. Reed and Justine E. Lewis

By: 

Kevin S. Reed


Justine E. Lewis

Upon approval of this Agreement, a signed copy will be mailed to Buyer.

SELLER

COUNTY OF LOS ANGELES

By _____

Chair, Board of Supervisors

ATTEST:

Sachi A. Hamai
Executive Officer, Clerk of the Board of Supervisors

By _____

Deputy

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.

By 

Deputy

EXHIBIT A
LEGAL DESCRIPTION
PROPERTY TO BE ACQUIRED

APN: 4442-023-905 (PORTION) and 4442-023-906 (PORTION)

That Portion of Lot 15 of Tract No. 3729 as Per Map Recorded In Book 41 Pages 17 through 20 of Maps in the Office of the County of Los Angeles Recorder Described As Follows:

Lots 137, 138, 139, 140, 141, 142, 143, 152, 153, 154, 156, 157, 158, 177, 178, and 179 as Shown on Record of Survey Map Filed In Book 20 Page 34 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

Reserving and excepting to the County of Los Angeles for road purposes, but without the obligation of the County to build or maintain any road built thereon, those portions of the above described lots which are encumbered by a traversing dotted line as shown on record of survey map filed in book 20 page 34 and in book 20 page 43 of records of survey in the office of the County Recorder of the County of Los Angeles.

EXHIBIT B
LEGAL DESCRIPTION
PROPERTY CURRENTLY OWNED BY BUYER

APN: 4442-023-004

That Portion of Lot 15 of Tract No. 3729 as Per Map Recorded in Book 41 Pages 17 through 20 of Maps in the office of the County of Los Angeles Recorder described as follows:

Lot 155 on a Licensed Surveyor's map on file in Book 20 page 34 of Record of Surveyor's in the office of the County recorder of said County.

EXHIBIT C

RECORDING REQUESTED BY & MAIL TO

County of Los Angeles
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL

The undersigned hereby certify that they are the owner of the real property described below located in the Topanga area of the Unincorporated County of Los Angeles, State of California that is legally described as follows:

Parcel A

That Portion of Lot 15 of Tract No. 3729 as Per Map Recorded In Book 41 Pages 17 through 20 of Maps in the Office of the County of Los Angeles Recorder Described As Follows:

Lots 137, 138, 139, 140, 141, 142, 143, 152, 153, 154, 156, 157, 158, 177, 178, and 179, as Shown on Record of Survey Map Filed In Book 20 Page 34 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

Parcel B

That Portion of Lot 15 of Tract No. 3729 as Per Map Recorded in Book 41 Pages 17 through 20 of Maps in the office of the County of Los Angeles Recorder described as follows:

Lot 155 on a Licensed Surveyor's map on file in Book 20 page 34 of Record of Surveyor's in the office of the County recorder of said County, referred to as Buyer's Property in Deed from County of Los Angeles recorded concurrently herewith.

This property is located at and is known by the following address and Assessor Parcel Numbers (APN):
APN: 4442-023-905 (PORTION), 4442-023-906, and 4442-023-004 located adjacent to Penny Road, Topanga, CA 90290.

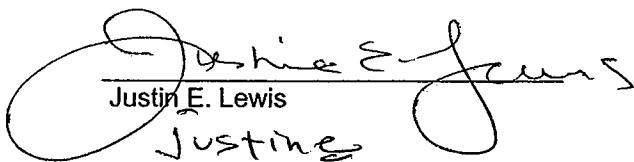
We hereby agree and covenant with the County of Los Angeles that the above legally described real property shall be merged and held as one parcel and no portion shall be sold separately.

This covenant and agreement is executed for the purpose of prohibiting the further subdivision of the land described herein.

This covenant and agreement shall run with all the above described land and shall be binding upon ourselves, and future owners, encumbrancers, their successors, heirs, or assignees and shall continue in effect in perpetuity.

Agreed to:

Kevin S. Reed



Justin E. Lewis
Justin

Notary Page for Covenant and Agreement to Hold Property As One Parcel

State of _____ }
County of _____ }

On _____ before me, _____,

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2008 by and between the **COUNTY OF LOS ANGELES** ("Seller"), and Jonathan E. Sherin ("Buyer"). Based upon the mutual consideration provided for herein, Seller and Buyer agree as follows:

1. Sale and Purchase. Seller is the owner of certain real property adjoining 1551 Penny Road, in the Topanga area of unincorporated County of Los Angeles, State of California and legally described in Exhibit A, attached hereto and incorporated herein by reference, ("Property"). Seller desires to sell the Property, and convey it to Buyer, and Buyer desires to purchase the Property and accept it from Seller, for the consideration and on the terms and conditions hereinafter set forth.

2. Purchase Price. The purchase price ("Purchase Price") for the Property is Fifty Nine Thousand Six Hundred Ninety One Dollars and 00/100 Dollars (\$59,691.00), payable by Buyer to Seller as follows:

A. Five Thousand Nine Hundred Sixty Nine and 10/100 Dollars (\$5,969.10) receipt of which is hereby acknowledged by the Seller ("Down Payment"). The Down Payment shall be refunded to Buyer only in the event the Property is not conveyed to Buyer due to Seller's inability to convey the Property.

B. The remaining balance of Fifty Three Thousand Seven Hundred Twenty One and 90/100 Dollars (\$53,721.90) to be paid in full on October 20, 2008, which is one business day prior to the conveyance of the Property in accordance with Section 4.

Payments shall be made by certified check payable to the County of Los Angeles.

3. Costs. All costs and expenses related to this transaction shall be paid by Buyer, including, but not limited to, the cost of a title insurance policy, and all documentary transfer taxes and document drafting, recording and any other miscellaneous charges and fees. In the event any cost or expense is paid by Seller, Buyer shall immediately upon Seller's request remit a check payable to the County of Los Angeles in an amount equal to such costs and expenses.

4. Conveyance and Closing Date. Seller shall convey the Property to Buyer by quitclaim deed ("Deed"), subject to:

- A. All taxes, interest, penalties, and assessments of record assessed but not yet due, if any;
- B. Covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record, if any; and

C. The following restrictions:

- i. At no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;
- ii. The Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction as that term is defined herein;
- iii. At no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;
- iv. Any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts, such as tennis courts, is expressly prohibited by this language;
- v. Except as provided in subsection (b) below, fences higher than six feet shall not be installed on any part of the Property;
- vi. The Property, along with property currently owned by Buyer and described in Exhibit B ("Buyer's Property") attached hereto and incorporated herein by reference, will be held as one parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for subsection vi, Buyer's Property shall not be subject to any of the use restrictions contained in this Agreement;
- vii. The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and
- viii. In the event that Seller determines that these restrictions are not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have thirty (30) days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within the thirty (30) day period described above, and such cure is commenced within such thirty (30) day period

and thereafter diligently prosecuted to completion, additional time to cure, as determined by the County, will be allowed. If the Default Condition is not so cured, then all right, title, and interest in and to the Property shall revert back to Seller without further action by Seller. The record owner shall relinquish possession and execute a quitclaim deed conveying the Property to Seller upon request. In no event shall Seller have the right to take title to the Buyer's Property.

The defined terms are as follows:

- a. Habitable Structures is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including, but not limited to, (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves, or other equipment for the purpose of preparing food; and (2) bathroom facilities including toilets, sinks, tubs, and showers.
- b. Fire Break Construction is defined as construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within five (5) feet of the nearest property line of the Property
- D. Seller's reservation to itself and exception from the conveyance contemplated herein of all oil, gas, hydrocarbons, or other minerals in and under the Property, without the use of the surface or subsurface, to a depth of five hundred (500) feet, measured vertically, from the surface of the Property.
- E. Seller shall convey the Property on or before the later of (i) October 21, 2008, or (ii) a date occurring fifteen (15) days after the date the County of Los Angeles Board of Supervisors approves the sale of the Property.

In satisfaction of item C.vi. above, Buyer agrees to execute the Covenant and Agreement to Hold Property as One Parcel, attached hereto as Exhibit C and incorporated herein by reference.

5. Title. Buyer understands that the Property is being sold without any warranty regarding the condition of title to the Property; Buyer accepts all matters of record and understands that Seller will not provide a policy of title insurance and makes no representations or warranties as to condition of title. Seller recommends that Buyer retain, at Buyer's sole cost and expense, a licensed title company to issue a policy of title insurance. Buyer agrees that the condition of title shall not be cause for Buyer's

cancellation of this Agreement and in the event Buyer cancels the sale because of problems related to title, then Seller shall retain the Down Payment.

6. Recording. Seller shall prepare the Deed indicating title to the Property to be vested in the name of the Buyer as follows: Jonathan E. Sherin, and shall cause the Deed to be recorded in the official records of the Los Angeles County Recorder.

7. Delivery of Deed. Seller shall transmit to Buyer a copy of the Deed stamped by the Recorder, the original of which shall be mailed to the Buyer by the Recorder at the address for notice to Buyer pursuant to Section 13 hereof.

8. Condition of the Property.

- A. Buyer acknowledges that Buyer is purchasing the Property "as is," solely in reliance on Buyer's own investigation, and that no representation or warranty of any kind whatsoever, express or implied, has been made by Seller or Seller's agents. Any information given or disclosure made to Buyer by Seller or Seller's agents concerning the Property shall not constitute a representation or warranty made by Seller. Buyer has been given the full opportunity to inspect the Property prior to execution of this Agreement. Buyer shall assume the cost and expense for the removal of all contaminated materials, toxic or hazardous substances, and asbestos, if any, on the Property.
- B. Seller has disclosed to Buyer the following information that impacts Buyer's use of the Property: None, other than as set forth herein. Such disclosures are not exhaustive and do not imply that no other conditions impact Buyer's use of, or the value of the Property or that other conditions are not known to Seller.
- C. Buyer also acknowledges that it is aware of all zoning regulations, other governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Property, and Buyer agrees to purchase the Property in said condition.
- D. Buyer waives any and all claims, and agrees to indemnify, defend, save, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents, from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever.

9. Possession/Risk of Loss. All risk of loss or damage with respect to the Property shall pass from Seller to Buyer upon recordation of the Deed.

10. Brokerage Commission. Buyer and Seller hereby acknowledge and represent that there are no broker's commission or finder's fees due in connection with the transaction contemplated by this Agreement. Each party shall indemnify and hold

the other party harmless from any claim of any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of either party with respect to the transaction contemplated hereunder.

11. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or agreements made or purported to be executed or made between the parties prior to the date hereof, the provisions contained in this Agreement shall in all instances govern and prevail.

12. Assignment. This Agreement is not assignable. Buyer shall not assign or attempt to assign this Agreement, or any rights hereunder, to any other person or entity. Any such assignment or purported assignment shall be null and void, and of no force and effect whatsoever.

13. Notices. All notices, demands, and requests required or desired to be given pursuant to this Agreement by either party shall be sent by United States Mail, registered or certified, postage prepaid, and addressed to the parties as follows:

Seller: County of Los Angeles
Chief Executive Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea, Manager
Property Management

Buyer: Jonathan E. Sherin
1551 Penny Rd.
Topanga, CA 90290

Notices, demands, and requests served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement at the time the notice, demand, or request is postmarked to the addresses shown above.

14. Time is of the Essence. Time is of the essence for each and every term, condition, covenant, obligation, and provision of this Agreement.

15. Seller's Remedies. In the event of Buyer's failure to consummate the transaction contemplated by this Agreement, Seller shall have all remedies in law and equity, and shall be entitled to enforce this Agreement and to obtain the benefit of the bargain contained herein. The retention by Seller of the Down Payment to set off such consequential damages based on the cost to the Seller of the sale shall not be deemed a waiver or relinquishment of any other remedies.

THE DOWN PAYMENT SHALL BE RETAINED BY SELLER, IN THE EVENT OF BUYER'S FAILURE TO CONSUMMATE THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT, TO COMPENSATE SELLER FOR THE COST ASSOCIATED WITH NEGOTIATING, OBTAINING BOARD OF SUPERVISOR APPROVAL AND

ENTERING INTO THIS AGREEMENT. THE DOWN PAYMENT AMOUNT SHALL BE PRESUMED TO BE A REASONABLE ESTIMATE OF THE AMOUNT OF ACTUAL CONSEQUENTIAL DAMAGES SUSTAINED BY SELLER BECAUSE OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY. SELLER HAS AUDITED ITS HISTORIC COSTS OF CONDUCTING NEGOTIATIONS, OBTAINING BOARD OF SUPERVISOR APPROVAL AND ENTERING INTO THIS AGREEMENT AND HAS DETERMINED THAT SUCH COSTS EXCEED TWENTY FIVE THOUSAND DOLLARS (\$25,000). AS SUCH, IN THE EVENT OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY, BUYER AND SELLER AGREE AS FOLLOWS: (1) THAT SELLER'S RETENTION OF THE DOWN PAYMENT IS PARTICULARLY APPROPRIATE FOR THIS TRANSACTION; (2) THAT THE AMOUNT OF THE DOWN PAYMENT IS INSUFFICIENT TO COVER SELLER'S COST OF THIS TRANSACTION; AND (3) THAT THE DOWN PAYMENT SHALL BE RETAINED BY SELLER, TOGETHER WITH ALL REMEDIES AT LAW OR IN EQUITY TO OTHERWISE ENFORCE THIS AGREEMENT AND OBTAIN THE BENEFIT OF THE BARGAIN. SELLER'S OTHER REMEDIES SHALL INCLUDE, WITHOUT LIMITATION, THE RIGHT TO SUE FOR THE EXCESS, IF ANY, WHICH WOULD HAVE BEEN DUE TO THE SELLER UNDER THIS AGREEMENT OVER THE VALUE OF THE PROPERTY TO SELLER, PLUS INTEREST, OR THE RIGHT TO SUE FOR SPECIFIC PERFORMANCE OF THIS AGREEMENT.

Seller's Initials _____

Buyer's Initials JES

16. County Lobbyist Ordinance. Buyer is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate this Agreement.

17. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.

18. Binding on Successors. Subject to the limitations set forth herein, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

19. Governing Law and Forum. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Agreement shall be conducted in the courts of the County of Los Angeles, State of California.

20. Waivers. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either

party of the same or any other provision.

21. Captions. The captions and the section and subsection numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.

22. No Presumption-Re: Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

23. Assistance of Counsel. Each party hereto either had the assistance of counsel or had counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.

24. Required Actions of Buyer and Seller. Buyer and Seller agree to execute all such instruments and documents and to take all action as may be required in order to consummate the purchase and sale herein contemplated.

25. Power and Authority. The Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

26. Survival of Covenants. The covenants, agreements, representations, and warranties made herein are intended to survive the consummation of the sale of the Property and recordation of the Deed.

27. Interpretation. Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

28. Entire Agreement. This Agreement contains the entire agreement between the parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Seller and Buyer.

IN WITNESS HEREOF, the parties have executed this Agreement as of the day and year first written above.

BUYER

Jonathan E. Sherin

By: 

Jonathan E. Sherin

Upon approval of this Agreement, a signed copy will be mailed to Buyer.

SELLER

COUNTY OF LOS ANGELES

By: _____

Chair, Board of Supervisors

ATTEST:

Sachi A. Hamai
Executive Officer, Clerk of the Board of Supervisors

By _____

Deputy

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.

By 

Deputy

EXHIBIT A
LEGAL DESCRIPTION
PROPERTY TO BE ACQUIRED

APN: 4442-018-902 (PORTION) and 4442-022-902 (PORTION)

That Portion of Lot 15 of Tract No. 3729 as Per Map Recorded In Book 41 Pages 17 through 20 of Maps in the Office of the County of Los Angeles Recorder Described As Follows:

Lots 1, 2, 3, 4, 5, 6, 8, 9, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 46, 47, 48, 49, 50, 52, 53, 54, 77, 78, 79, 80, 81, 82, 83, 84, 85, and 86, as Shown on Record of Survey Map Filed In Book 20 Page 34 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

That Portion of Lots 15 and 16 of Tract No. 3729 as Per Map Recorded In Book 41 Pages 17 Through 20 of Maps in the Office of the County of Los Angeles Recorder Described As Follows:

Lots 303, 304, 305, 306, 307, 312, 313, 314, 315 as Shown on Record of Survey Map Filed In Book 20 Page 43 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

Reserving and excepting to the County of Los Angeles for road purposes, but without the obligation of the County to build or maintain any road built thereon, those portions of the above described lots which are encumbered by a traversing dotted line as shown on record of survey map filed in book 20 page 34 and in book 20 page 43 of records of survey in the office of the County Recorder of the County of Los Angeles.

EXHIBIT C

RECORDING REQUESTED BY & MAIL TO

County of Los Angeles .
222 South Hill Street, 3rd Floor .
Los Angeles, CA 90012 .
Attention: Carlos Brea .

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL

The undersigned hereby certify that they are the owner of the real property described below located in the Topanga area of the Unincorporated County of Los Angeles, State of California that is legally described as follows:

Parcel A

That Portion of Lot 15 of Tract No. 3729 as Per Map Recorded in Book 41 Pages 17 through 20 of Maps in the office of the County of Los Angeles Recorder described as follows:

Lots 1, 2, 3, 4, 5, 6, 8, 9, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 46, 47, 48, 49, 50, 52, 53, 54, 77, 78, 79, 80, 81, 82, 83, 84, 85, and 86 as Shown on Record of Survey Map Filed In Book 20 Page 34 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

That Portion of Lots 15 and 16 of Tract No. 3729 as Per Map Recorded In Book 41 Pages 17 Through 20 of Maps in the Office of the County of Los Angeles Recorder Described As Follows:

Lots 303, 304, 305, 306, 307, 312, 313, 314, 315 as Shown on Record of Survey Map Filed In Book 20 Page 43 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

Parcel B

Parcel 1:

The Westerly 160.00 feet of the Easterly 620 feet of the Southerly 150.00 feet of that portion of Lots 15 and 16 of Tract No. 3729, in the County of Los Angeles, State of California, as per map recorded in Book 41 Page 17 et. seq., of Maps, in the office of the County Recorder of said County, within the following described boundary lines.

Beginning at the Northwesterly corner of said Lot 15; thence along the Westerly line

thereof South 05 degrees 34' 40" east 456.72 feet; thence North 89 degrees 58' 50" East 714.53 feet, thence North 00 degree 02' 40" East 602.07 feet to a point on the Northerly line of said Lot 16; thence North 89 degrees 51' 15" West 431.06 feet to the most Westerly corner thereof; thence South 65 degrees 36' 05" West 360.53 feet to the point of beginning.

Except therefrom the Westerly 20.00 feet of the Northerly 100.00 feet thereof.

Also except from the remainder thereof the most Northerly 50.00 feet of the Westerly 40.00 feet thereof.

The above described property is shown as Lots 296, 298, 299, and 316 to 323 inclusive on Licensed Surveyor's map on file in the office of the County Recorder of said County, in Book 20 page 43, Record of Surveys.

Parcel 2:

That portion of Lot 15 of Tract No. 3729, in the County of Los Angeles, State of California, as Per Map recorded in Book 41 Page 17 et. seq., of Maps, in the office of the County Recorder of Los Angeles County, described as follows:

Beginning at a point which is distant North 89 degrees 58' 50" East 194.53 feet from a point on the Westerly line of said Lot 15, distant thereon South 05 degrees 34' 50" East 456.72 feet from the Northwesterly corner thereof; thence continuing North 89 degrees 58' 50" East 60.00 feet; thence South 00 degree 02' 40" West 50.00 feet to the point of beginning.

The above described property is shown as Lots 10, 11 and 12 on Licensed Surveyor's map on file in the office of the County Recorder of said County, in Book 20 page 34, of Record of Surveys.

Parcel 3:

That portion of Lot 15 of Tract No. 3729, in the County of Los Angeles, State of California, as Per Map recorded in Book 41 Page 17 et. seq., of Maps, in the office of the County Recorder of Los Angeles County, described as follows:

Lot 13 on Licensed Surveyor's map on file in the office of the County Recorder of said County, in Book 20 page 34, of Record of Surveys.

Parcel 4:

That portion of Lot 15 of Tract No. 3729, in the County of Los Angeles, State of California, as Per Map recorded in Book 41 Page 17 et. seq., of Maps, in the office of the County Recorder of Los Angeles County, described as follows:

Lot 7 on Licensed Surveyor's map on file in the office of the County Recorder of said County, in Book 20 page 34, of Record of Surveys.

This property is located at and is known by the following address and Assessor Parcel Numbers (APN): APN: 4442-018-902 (PORTION), 4442-018-030, 4442-022-902 (PORTION), 4442-022-001, 4442-022-005, and 4442-022-025 located at 1551 Penny Road, Topanga, CA 90290.

I hereby agree and covenant with the County of Los Angeles that the above legally described real property shall be merged and held as one parcel and no portion shall be sold separately.

This covenant and agreement is executed for the purpose of prohibiting the further subdivision of the land described herein.

This covenant and agreement shall run with all the above described land and shall be binding upon ourselves, and future owners, encumbrancers, their successors, heirs, or assignees and shall continue in effect in perpetuity.

Agreed to:

Jonathan E. Sherin

Notary Page for Covenant and Agreement to Hold Property As One Parcel

State of _____ }
County of _____ }

On _____ before me, _____,

personally appeared _____
personally known to me (or proved to me on the basis of satisfactory evidence) to be
the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2008 by and between the **COUNTY OF LOS ANGELES** ("Seller"), and William J. Buerge ("Buyer"). Based upon the mutual consideration provided for herein, Seller and Buyer agree as follows:

1. Sale and Purchase. Seller is the owner of certain real property adjoining Penny Road, in the Topanga area of unincorporated County of Los Angeles, State of California and legally described in Exhibit A, attached hereto and incorporated herein by reference, ("Property"). Seller desires to sell the Property, and convey it to Buyer, and Buyer desires to purchase the Property and accept it from Seller, for the consideration and on the terms and conditions hereinafter set forth.

2. Purchase Price. The purchase price ("Purchase Price") for the Property is Twelve Thousand and NO/100 Dollars (\$12,000.00), payable by Buyer to Seller as follows:

A. One Thousand Two Hundred and NO/100 Dollars (\$1,200.00) receipt of which is hereby acknowledged by the Seller ("Down Payment"). The Down Payment shall be refunded to Buyer only in the event the Property is not conveyed to Buyer due to Seller's inability to convey the Property.

B. The remaining balance of Ten Thousand Eight Hundred and NO/100 Dollars (\$10,800.00) to be paid in full on October 20, 2008, which is one business day prior to the conveyance of the Property in accordance with Section 4.

Payments shall be made by certified check payable to the County of Los Angeles.

3. Costs. All costs and expenses related to this transaction shall be paid by Buyer, including, but not limited to, the cost of a title insurance policy, and all documentary transfer taxes and document drafting, recording and any other miscellaneous charges and fees. In the event any cost or expense is paid by Seller, Buyer shall immediately upon Seller's request remit a check payable to the County of Los Angeles in an amount equal to such costs and expenses.

4. Conveyance and Closing Date. Seller shall convey the Property to Buyer by quitclaim deed ("Deed"), subject to:

A. All taxes, interest, penalties, and assessments of record assessed but not yet due, if any;

B. Covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record, if any; and

C. The following restrictions:

- i. At no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;
- ii. The Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction as that term is defined herein;
- iii. At no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;
- iv. Any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts, such as tennis courts, is expressly prohibited by this language;
- v. Except as provided in subsection (b) below, fences higher than six feet shall not be installed on any part of the Property;
- vi. The Property, along with property currently owned by Buyer and described in Exhibit B ("Buyer's Property") attached hereto and incorporated herein by reference, will be held as one parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for subsection vi, Buyer's Property shall not be subject to any of the use restrictions contained in this Agreement;
- vii. The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and
- viii. In the event that Seller determines that these restrictions are not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have thirty (30) days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within the thirty (30) day period described above, and such cure is commenced within such thirty (30) day period

and thereafter diligently prosecuted to completion, additional time to cure, as determined by the County, will be allowed. If the Default Condition is not so cured, then all right, title, and interest in and to the Property shall revert back to Seller without further action by Seller. The record owner shall relinquish possession and execute a quitclaim deed conveying the Property to Seller upon request. In no event shall Seller have the right to take title to the Buyer's Property.

The defined terms are as follows:

- a. Habitable Structures is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including, but not limited to, (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves, or other equipment for the purpose of preparing food; and (2) bathroom facilities including toilets, sinks, tubs, and showers.
- b. Fire Break Construction is defined as construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within five (5) feet of the nearest property line of the Property
- D. Seller's reservation to itself and exception from the conveyance contemplated herein of all oil, gas, hydrocarbons, or other minerals in and under the Property, without the use of the surface or subsurface, to a depth of five hundred (500) feet, measured vertically, from the surface of the Property.
- E. Seller shall convey the Property on or before the later of (i) October 21, 2008, or (ii) a date occurring fifteen (15) days after the date the County of Los Angeles Board of Supervisors approves the sale of the Property.

In satisfaction of item C.vi. above, Buyer agrees to execute the Covenant and Agreement to Hold Property as One Parcel, attached hereto as Exhibit C and incorporated herein by reference.

5. Title. Buyer understands that the Property is being sold without any warranty regarding the condition of title to the Property; Buyer accepts all matters of record and understands that Seller will not provide a policy of title insurance and makes no representations or warranties as to condition of title. Seller recommends that Buyer retain, at Buyer's sole cost and expense, a licensed title company to issue a policy of title insurance. Buyer agrees that the condition of title shall not be cause for Buyer's

cancellation of this Agreement and in the event Buyer cancels the sale because of problems related to title, then Seller shall retain the Down Payment.

6. Recording. Seller shall prepare the Deed indicating title to the Property to be vested in the name of the Buyer as follows: William J. Buerge, and shall cause the Deed to be recorded in the official records of the Los Angeles County Recorder.

7. Delivery of Deed. Seller shall transmit to Buyer a copy of the Deed stamped by the Recorder, the original of which shall be mailed to the Buyer by the Recorder at the address for notice to Buyer pursuant to Section 13 hereof.

8. Condition of the Property.

- A. Buyer acknowledges that Buyer is purchasing the Property "as is," solely in reliance on Buyer's own investigation, and that no representation or warranty of any kind whatsoever, express or implied, has been made by Seller or Seller's agents. Any information given or disclosure made to Buyer by Seller or Seller's agents concerning the Property shall not constitute a representation or warranty made by Seller. Buyer has been given the full opportunity to inspect the Property prior to execution of this Agreement. Buyer shall assume the cost and expense for the removal of all contaminated materials, toxic or hazardous substances, and asbestos, if any, on the Property.
- B. Seller has disclosed to Buyer the following information that impacts Buyer's use of the Property: None, other than as set forth herein. Such disclosures are not exhaustive and do not imply that no other conditions impact Buyer's use of, or the value of the Property or that other conditions are not known to Seller.
- C. Buyer also acknowledges that it is aware of all zoning regulations, other governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Property, and Buyer agrees to purchase the Property in said condition.
- D. Buyer waives any and all claims, and agrees to indemnify, defend, save, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents, from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever.

9. Possession/Risk of Loss. All risk of loss or damage with respect to the Property shall pass from Seller to Buyer upon recordation of the Deed.

10. Brokerage Commission. Buyer and Seller hereby acknowledge and represent that there are no broker's commission or finder's fees due in connection with the transaction contemplated by this Agreement. Each party shall indemnify and hold

the other party harmless from any claim of any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of either party with respect to the transaction contemplated hereunder.

11. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or agreements made or purported to be executed or made between the parties prior to the date hereof, the provisions contained in this Agreement shall in all instances govern and prevail.

12. Assignment. This Agreement is not assignable. Buyer shall not assign or attempt to assign this Agreement, or any rights hereunder, to any other person or entity. Any such assignment or purported assignment shall be null and void, and of no force and effect whatsoever.

13. Notices. All notices, demands, and requests required or desired to be given pursuant to this Agreement by either party shall be sent by United States Mail, registered or certified, postage prepaid, and addressed to the parties as follows:

Seller: County of Los Angeles
Chief Executive Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea, Manager
Property Management

Buyer: William J. Buerge
20422 Callon Drive
Topanga, CA 90290

Notices, demands, and requests served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement at the time the notice, demand, or request is postmarked to the addresses shown above.

14. Time is of the Essence. Time is of the essence for each and every term, condition, covenant, obligation, and provision of this Agreement.

15. Seller's Remedies. In the event of Buyer's failure to consummate the transaction contemplated by this Agreement, Seller shall have all remedies in law and equity, and shall be entitled to enforce this Agreement and to obtain the benefit of the bargain contained herein. The retention by Seller of the Down Payment to set off such consequential damages based on the cost to the Seller of the sale shall not be deemed a waiver or relinquishment of any other remedies.

THE DOWN PAYMENT SHALL BE RETAINED BY SELLER, IN THE EVENT OF BUYER'S FAILURE TO CONSUMMATE THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT, TO COMPENSATE SELLER FOR THE COST ASSOCIATED WITH NEGOTIATING, OBTAINING BOARD OF SUPERVISOR APPROVAL AND

ENTERING INTO THIS AGREEMENT. THE DOWN PAYMENT AMOUNT SHALL BE PRESUMED TO BE A REASONABLE ESTIMATE OF THE AMOUNT OF ACTUAL CONSEQUENTIAL DAMAGES SUSTAINED BY SELLER BECAUSE OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY. SELLER HAS AUDITED ITS HISTORIC COSTS OF CONDUCTING NEGOTIATIONS, OBTAINING BOARD OF SUPERVISOR APPROVAL AND ENTERING INTO THIS AGREEMENT AND HAS DETERMINED THAT SUCH COSTS EXCEED TWENTY FIVE THOUSAND DOLLARS (\$25,000). AS SUCH, IN THE EVENT OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY, BUYER AND SELLER AGREE AS FOLLOWS: (1) THAT SELLER'S RETENTION OF THE DOWN PAYMENT IS PARTICULARLY APPROPRIATE FOR THIS TRANSACTION; (2) THAT THE AMOUNT OF THE DOWN PAYMENT IS INSUFFICIENT TO COVER SELLER'S COST OF THIS TRANSACTION; AND (3) THAT THE DOWN PAYMENT SHALL BE RETAINED BY SELLER, TOGETHER WITH ALL REMEDIES AT LAW OR IN EQUITY TO OTHERWISE ENFORCE THIS AGREEMENT AND OBTAIN THE BENEFIT OF THE BARGAIN. SELLER'S OTHER REMEDIES SHALL INCLUDE, WITHOUT LIMITATION, THE RIGHT TO SUE FOR THE EXCESS, IF ANY, WHICH WOULD HAVE BEEN DUE TO THE SELLER UNDER THIS AGREEMENT OVER THE VALUE OF THE PROPERTY TO SELLER, PLUS INTEREST, OR THE RIGHT TO SUE FOR SPECIFIC PERFORMANCE OF THIS AGREEMENT.

Seller's Initials _____

Buyer's Initials WJB

16. County Lobbyist Ordinance. Buyer is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate this Agreement.

17. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.

18. Binding on Successors. Subject to the limitations set forth herein, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

19. Governing Law and Forum. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Agreement shall be conducted in the courts of the County of Los Angeles, State of California.

20. Waivers. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either

party of the same or any other provision.

21. Captions. The captions and the section and subsection numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.

22. No Presumption Re: Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

23. Assistance of Counsel. Each party hereto either had the assistance of counsel or had counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.

24. Required Actions of Buyer and Seller. Buyer and Seller agree to execute all such instruments and documents and to take all action as may be required in order to consummate the purchase and sale herein contemplated.

25. Power and Authority. The Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

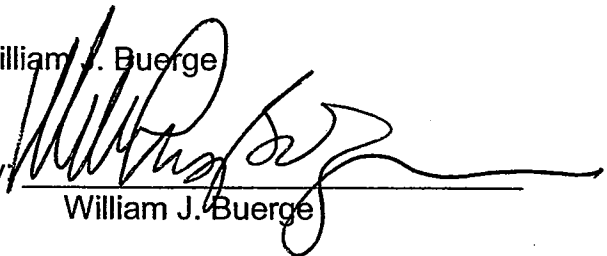
26. Survival of Covenants. The covenants, agreements, representations, and warranties made herein are intended to survive the consummation of the sale of the Property and recordation of the Deed.

27. Interpretation. Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

28. Entire Agreement. This Agreement contains the entire agreement between the parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Seller and Buyer.

IN WITNESS HEREOF, the parties have executed this Agreement as of the day and year first written above.

BUYER

William J. Buerge
By 
William J. Buerge

Upon approval of this Agreement, a signed copy will be mailed to Buyer.

SELLER

COUNTY OF LOS ANGELES

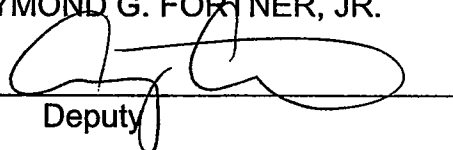
By _____
Chair, Board of Supervisors

ATTEST:

Sachi A. Hamai
Executive Officer, Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.

By 
Deputy

Notary Page for Covenant and Agreement to Hold Property As One Parcel

State of California }
County of Los Angeles }

On January 23, 2008 before me, Nuria S. Carbajal, a Notary Public
personally appeared William J. Buerge
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

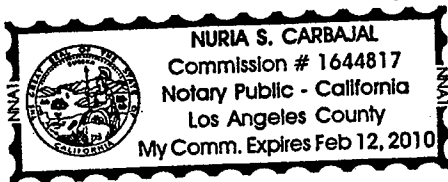


EXHIBIT A
LEGAL DESCRIPTION
PROPERTY TO BE ACQUIRED

APN: 4442-018-902 (PORTION)

That Portion of Lot 15 of Tract No. 3729 as Per Map Recorded In Book 41 Pages 17 through 20 of Maps in the Office of the County of Los Angeles Recorder Described As Follows:

Lots 237, 308, 309, 310, and 311 as Shown on Record of Survey Map Filed In Book 20 Page 43 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

EXHIBIT B
LEGAL DESCRIPTION
PROPERTY CURRENTLY OWNED BY BUYER

APNs: 4442-018-002 and 4442-018-003

That Portion of Lot 15 of Tract No. 3729 as Per Map Recorded in Book 41 Pages 17 through 20 of Maps in the Office of the County of Los Angeles Recorder described as follows:

Lots 238 and 239 on a Licensed Surveyor's map on file in Book 20 page 43 of Record of Surveyor's in the Office of the County recorder of said County.

RECORDING REQUESTED BY & MAIL TO

County of Los Angeles
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL

The undersigned hereby certify that they are the owner of the real property described below located in the Topanga area of the Unincorporated County of Los Angeles, State of California that is legally described as follows:

Parcel A

That Portion of Lot 15 of Tract No. 3729 as Per Map Recorded In Book 41 Pages 17 through 20 of Maps in the Office of the County of Los Angeles Recorder Described As Follows:

Lots 237, 308, 309, 310, and 311 as Shown on Record of Survey Map Filed In Book 20 Page 43 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

Parcel B

That Portion of Lot 15 of Tract No. 3729 as Per Map Recorded in Book 41 Pages 17 through 20 of Maps in the Office of the County of Los Angeles Recorder described as follows:

Lots 238 and 239 on a Licensed Surveyor's map on file in Book 20 page 43 of Record of Surveyor's in the Office of the County recorder of said County, referred to as Buyer's Property in Deed from County of Los Angeles recorded concurrently herewith.

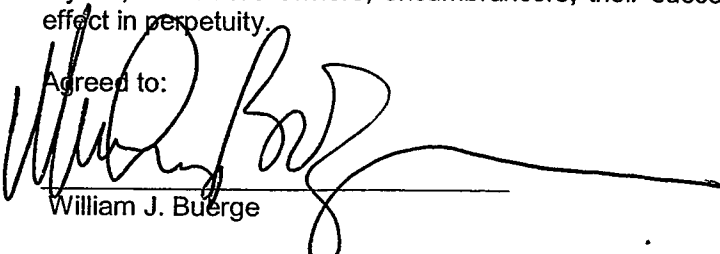
This property is located at and is known by the following address and Assessor Parcel Numbers (APN):
APN: 4442-018-902 (PORTION), 4442-018-002, and 4442-018-003 located adjacent to Penny Road, Topanga, CA 90290.

I hereby agree and covenant with the County of Los Angeles that the above legally described real property shall be merged and held as one parcel and no portion shall be sold separately.

This covenant and agreement is executed for the purpose of prohibiting the further subdivision of the land described herein.

This covenant and agreement shall run with all the above described land and shall be binding upon myself, and future owners, encumbrancers, their successors, heirs, or assignees and shall continue in effect in perpetuity.

Agreed to:


William J. Buerge

Notary Page for Covenant and Agreement to Hold Property As One Parcel

State of _____ }

County of _____ }

On _____ before me, _____, a notary

public, personally appeared _____
personally known to me (or proved to me on the basis of satisfactory evidence) to be
the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2008 by and between the **COUNTY OF LOS ANGELES** ("Seller"), and Ronald M. Mesaros ("Buyer"). Based upon the mutual consideration provided for herein, Seller and Buyer agree as follows:

1. Sale and Purchase. Seller is the owner of certain real property adjoining 1431 Penny Road, in the Topanga area of unincorporated County of Los Angeles, State of California and legally described in Exhibit A, attached hereto and incorporated herein by reference, ("Property"). Seller desires to sell the Property, and convey it to Buyer, and Buyer desires to purchase the Property and accept it from Seller, for the consideration and on the terms and conditions hereinafter set forth.

2. Purchase Price. The purchase price ("Purchase Price") for the Property is Thirty Five Thousand Three Hundred Five and NO/100 Dollars (\$35,305.00), payable by Buyer to Seller as follows:

A. Three Thousand Five Hundred Thirty and 50/100 Dollars (\$3,530.50) receipt of which is hereby acknowledged by the Seller ("Down Payment"). The Down Payment shall be refunded to Buyer only in the event the Property is not conveyed to Buyer due to Seller's inability to convey the Property.

B. The remaining balance of Thirty One Thousand Seven Hundred Seventy Four and 50/100 Dollars (\$31,774.50) to be paid in full on October 20, 2008, which is one business day prior to the conveyance of the Property in accordance with Section 4.

Payments shall be made by certified check payable to the County of Los Angeles.

3. Costs. All costs and expenses related to this transaction shall be paid by Buyer, including, but not limited to, the cost of a title insurance policy, and all documentary transfer taxes and document drafting, recording and any other miscellaneous charges and fees. In the event any cost or expense is paid by Seller, Buyer shall immediately upon Seller's request remit a check payable to the County of Los Angeles in an amount equal to such costs and expenses.

4. Conveyance and Closing Date. Seller shall convey the Property to Buyer by quitclaim deed ("Deed"), subject to:

- A. All taxes, interest, penalties, and assessments of record assessed but not yet due, if any;
- B. Covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record, if any; and

C. The following restrictions:

- i. At no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;
- ii. The Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction as that term is defined herein;
- iii. At no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;
- iv. Any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts, such as tennis courts, is expressly prohibited by this language;
- v. Except as provided in subsection (b) below, fences higher than six feet shall not be installed on any part of the Property;
- vi. The Property, along with property currently owned by Buyer and described in Exhibit B ("Buyer's Property") attached hereto and incorporated herein by reference, will be held as one parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for subsection vi, Buyer's Property shall not be subject to any of the use restrictions contained in this Agreement;
- vii. The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and
- viii. In the event that Seller determines that these restrictions are not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have thirty (30) days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within the thirty (30) day period described above, and

such cure is commenced within such thirty (30) day period and thereafter diligently prosecuted to completion, additional time to cure, as determined by the County, will be allowed. If the Default Condition is not so cured, then all right, title, and interest in and to the Property shall revert back to Seller without further action by Seller. The record owner shall relinquish possession and execute a quitclaim deed conveying the Property to Seller upon request. In no event shall Seller have the right to take title to the Buyer's Property.

The defined terms are as follows:

- a. Habitable Structures is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including, but not limited to, (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves, or other equipment for the purpose of preparing food; and (2) bathroom facilities including toilets, sinks, tubs, and showers.
 - b. Fire Break Construction is defined as construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within five (5) feet of the nearest property line of the Property
- D. Seller's reservation to itself and exception from the conveyance contemplated herein of all oil, gas, hydrocarbons, or other minerals in and under the Property, without the use of the surface or subsurface, to a depth of five hundred (500) feet, measured vertically, from the surface of the Property.
- E. Seller shall convey the Property on or before the later of (i) October 21, 2008, or (ii) a date occurring fifteen (15) days after the date the County of Los Angeles Board of Supervisors approves the sale of the Property.

In satisfaction of item C.vi. above, Buyer agrees to execute the Covenant and Agreement to Hold Property as One Parcel, attached hereto as Exhibit C and incorporated herein by reference.

5. Title. Buyer understands that the Property is being sold without any warranty regarding the condition of title to the Property; Buyer accepts all matters of record and understands that Seller will not provide a policy of title insurance and makes no representations or warranties as to condition of title. Seller recommends that Buyer retain, at Buyer's sole cost and expense, a licensed title company to issue a policy of

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6. Recording. Seller shall prepare the Deed indicating title to the Property to be vested in the name of the Buyer as follows: Ronald M. Mesaros, and shall cause the Deed to be recorded in the official records of the Los Angeles County Recorder.

7. Delivery of Deed. Seller shall transmit to Buyer a copy of the Deed stamped by the Recorder, the original of which shall be mailed to the Buyer by the Recorder at the address for notice to Buyer pursuant to Section 13 hereof.

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- A. Buyer acknowledges that Buyer is purchasing the Property "as is," solely in reliance on Buyer's own investigation, and that no representation or warranty of any kind whatsoever, express or implied, has been made by Seller or Seller's agents. Any information given or disclosure made to Buyer by Seller or Seller's agents concerning the Property shall not constitute a representation or warranty made by Seller. Buyer has been given the full opportunity to inspect the Property prior to execution of this Agreement. Buyer shall assume the cost and expense for the removal of all contaminated materials, toxic or hazardous substances, and asbestos, if any, on the Property.
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- C. Buyer also acknowledges that it is aware of all zoning regulations, other governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Property, and Buyer agrees to purchase the Property in said condition.
- D. Buyer waives any and all claims, and agrees to indemnify, defend, save, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents, from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever.

9. Possession/Risk of Loss. All risk of loss or damage with respect to the Property shall pass from Seller to Buyer upon recordation of the Deed.

10. Brokerage Commission. Buyer and Seller hereby acknowledge and represent that there are no broker's commission or finder's fees due in connection with

the transaction contemplated by this Agreement. Each party shall indemnify and hold the other party harmless from any claim of any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of either party with respect to the transaction contemplated hereunder.

11. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or agreements made or purported to be executed or made between the parties prior to the date hereof, the provisions contained in this Agreement shall in all instances govern and prevail.

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Property Management

Buyer: Ronald M. Mesaros
P.O. Box 87
Topanga, CA 90290

Notices, demands, and requests served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement at the time the notice, demand, or request is postmarked to the addresses shown above.

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Seller's Initials _____

Buyer's Initials RL

16. County Lobbyist Ordinance. Buyer is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate this Agreement.

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22. No Presumption Re: Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

23. Assistance of Counsel. Each party hereto either had the assistance of counsel or had counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.

24. Required Actions of Buyer and Seller. Buyer and Seller agree to execute all such instruments and documents and to take all action as may be required in order to consummate the purchase and sale herein contemplated.

25. Power and Authority. The Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

26. Survival of Covenants. The covenants, agreements, representations, and warranties made herein are intended to survive the consummation of the sale of the Property and recordation of the Deed.


27. Interpretation. Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

28. Entire Agreement. This Agreement contains the entire agreement between the parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Seller and Buyer.

IN WITNESS HEREOF, the parties have executed this Agreement as of the day and year first written above.

BUYER

Ronald M. Mesaros

By: 
Ronald M. Mesaros

Upon approval of this Agreement, a signed copy will be mailed to Buyer.

SELLER

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

Sachi A. Hamai
Executive Officer, Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.

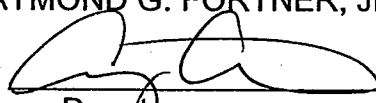
By 
Deputy

EXHIBIT A
LEGAL DESCRIPTION
PROPERTY TO BE ACQUIRED

APN: 4442-023-905 (PORTION) and 4442-023-906 (PORTION)

That Portion of Lot 15 of Tract No. 3729 as Per Map Recorded In Book 41 Pages 17 Through 20 of Maps in the Office of the County of Los Angeles Recorder Described as Follows:

Lots 128, 129, 130, 131, 132, 133, 134, 135, 136, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 172, 174, 175, 176, 201, 202, 203, 204, 205, 206, 207, and 209 as Shown on Record of Survey Map Filed In Book 20 Page 34 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

Reserving and excepting to the County of Los Angeles for road purposes, but without the obligation of the County to build or maintain any road built thereon, those portions of the above described lots which are encumbered by a traversing dotted line as shown on record of survey map filed in book 20 page 34 and in book 20 page 43 of records of survey in the office of the County Recorder of the County of Los Angeles.

EXHIBIT B
LEGAL DESCRIPTION
PROPERTY CURRENTLY OWNED BY BUYER

APNs: 4442-023-005, 4442-023-006, 4442-023-018, and 4442-023-033

Parcel 1:

That portion of Lot 14 of Tract No. 3729, County of Los Angeles, State of California, as per map recorded in Book 41, Page(s) 17 et. Seq. of Maps in the office of the County Recorder of said County, described as follows;

Beginning at a point on the Northwesternly line of said lot, distant North 65° 36' 05" East 62.50 feet from the Northwesternly corner of said lot; Thence South 24° 23' 55" East 112.50 feet; thence North 65° 36' 05" East 2.11 feet; thence South 16° 31' 50" East 794.99 feet; thence North 73° 28' 10" east 362.50 feet to the true point of beginning; thence South 16° 31' 50" East 62.5 feet; thence North 73° 28' 10" East 16.78 feet to a point in the Easterly line of said Lot of Point of Beginning; Thence south 73° 28' 10" West 28.87 feet to the true point of beginning.

The above described property is shown as a portion of Parcel 218 on a map filed in book 44, Page 25, 26, and 27 of record of surveys in the office of the County recorder.

Except an undivided 100% in and to all the minerals, petroleum, oil, asphaltum and gas within or underlying said land, as reserved in deed registered May 24, 1940, as Document No 7640-I under Certificate No. I-22.

That portion of Lot 14 of Tract No. 3729, in the County of Los Angeles, State of California, as per map recorded in book 41, Pages(s) 17, et seq. of Maps, in the office of the County recorder of said County.

Beginning at a point on the Northwesternly line of said lot distant North 65° 36' 05" East 62.5 feet from the Northwesternly corner of said lot, thence South 24° 24' 55" East 112.50 feet; thence North 65° 36' 05" East 2.11 feet; thence south 16° 31' 50" East 794.99 feet; thence North 73° 28' 10" east 337.5 feet to the True Point of Beginning; Thence south 16° 31' 50" East 62.5 feet; thence North 73° 28' 10" East 25 feet; thence North 16° 31' 50" West 62.5 feet; thence South 73° 28' 10" west 25 feet to the True point of beginning.

The above described property is a portion of parcel 218 as shown on a map filed in Book 44, Page 25, 26, and 27 of records of surveys in the office of the recorder.

Parcel 2:

That portion of Lot 15 of Tract No. 3729, County of Los Angeles, State of California, as per map recorded in Book 41, Page(s) 17 et. Seq. of Maps in the office of the County

Recorder of said County, described as follows:

Beginning at a point on the Westerly line of said Lot 15, distant thereon south 5° 34' 40" East, 1009.29 feet from the Northwestern corner thereof; thence North 89° 58' 50" West 45.39 feet; thence South 23° 20' East 24.09 feet to the Beginning of a curve concave to the southeast, having a radius of 50 feet, a radial line thru said point Bears North 43° 19' West; thence Southwesterly along said curve 4.05 feet; thence South 89° 58' 50" west 49.64 feet to a point on the Westerly line of said lot 15; thence North 5° 34' 40" West 25.12 feet to the point of beginning.

The above described property is shown as parcel 245 on a licensed surveyor's Map on file in Book 20, page 34 of record of surveys, in the office of the Recorder of said County.

Parcel 3:

That portion of Lot 15 of Tract No. 3729, County of Los Angeles, State of California, as per map recorded in Book 41, Page(s) 17 et. Seq. of Maps in the office of the County Recorder of said County, described as follows:

Beginning at a point on the Westerly line of said Lot 15, distant thereon South 5° 34' 40" East 1034.41 feet from the Northwestern corner thereof; thence North 89° 58' 50" East 49.64. feet to a point on a curve concave to the Southeast, having a radius of 50 feet, a radial line through said point bears North 47° 57' West; thence Southwesterly along said curve 38.22 feet; thence South 89° 58' 50" west 33.42 feet to a point on the westerly line of said lot 15; thence North 5° 34' 40" west 35.16 feet to the point of beginning.

The above described property is shown as parcel 246 on a licensed surveyor's map on file in Book 20, Page 34 of record of surveys, in the office of said County recorder, referred to as Buyer's Property in Deed from County of Los Angeles recorded concurrently herewith.

EXHIBIT C

RECORDING REQUESTED BY & MAIL TO

County of Los Angeles .
222 South Hill Street, 3rd Floor .
Los Angeles, CA 90012 .
Attention: Carlos Brea .

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL

The undersigned hereby certify that they are the owner of the real property described below located in the Topanga area of the Unincorporated County of Los Angeles, State of California that is legally described as follows:

Parcel A

That Portion of Lot 15 of Tract No. 3729 as Per Map Recorded In Book 41 Pages 17 through 20 of Maps in the Office of the County of Los Angeles Recorder Described as Follows:

Lots 128, 129, 130, 131, 132, 133, 134, 135, 136, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 172, 174, 175, 176, 201, 202, 203, 204, 205, 206, 207, and 209 as Shown on Record of Survey Map Filed In Book 20 Page 34 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

Parcel B

Parcel 1:

That portion of Lot 14 of Tract No. 3729, County of Los Angeles, State of California, as per map recorded in Book 41, Page(s) 17 et. Seq. of Maps in the office of the County Recorder of said County, described as follows;

Beginning at a point on the Northwesterly line of said lot, distant North 65° 36' 05" East 62.50 feet from the Northwesterly corner of said lot; Thence South 24° 23' 55" East 112.50 feet; thence North 65° 36' 05" East 2.11 feet; thence South 16° 31' 50" East 794.99 feet; thence North 73° 28' 10" east 362.50 feet to the true point of beginning; thence South 16° 31' 50" East 62.5 feet; thence North 73° 28' 10" East 16.78 feet to a point in the Easterly line of said Lot of Point of Beginning; Thence south 73° 28' 10" West 28.87 feet to the true point of beginning.

The above described property is shown as a portion of Parcel 218 on a map filed in book 44, Page 25, 26, and 27 of record of surveys in the office of the County recorder.

Except an undivided 100% in and to all the minerals, petroleum, oil, asphaltum and gas within or underlying said land, as reserved in deed registered May 24, 1940, as Document No 7640-I under Certificate No. I-22.

That portion of Lot 14 of Tract No. 3729, in the County of Los Angeles, State of California, as per map recorded in book 41, Pages(s) 17, et seq. of Maps, in the office of the County recorder of said County.

Beginning at a point on the Northwesternly line of said lot distant North 65° 36' 05" East 62.5 feet from the Northwesternly corner of said lot, thence South 24° 24' 55" East 112.50 feet; thence North 65° 36' 05" East 2.11 feet; thence south 16° 31' 50" East 794.99 feet; thence North 73° 28' 10" east 337.5 feet to the True Point of Beginning; Thence south 16° 31' 50" East 62.5 feet; thence North 73° 28' 10" East 25 feet; thence North 16° 31' 50" West 62.5 feet; thence South 73° 28' 10" west 25 feet to the True point of beginning.

The above described property is a portion of parcel 218 as shown on a map filed in Book 44, Page 25,26, and 27 of records of surveys in the office of the recorder.

Parcel 2:

That portion of Lot 15 of Tract No. 3729, County of Los Angeles, State of California, as per map recorded in Book 41, Page(s) 17 et. Seq. of Maps in the office of the County Recorder of said County, described as follows:

Beginning at a point on the Westerly line of said Lot 15, distant thereon south 5° 34' 40" East, 1009.29 feet from the Northwesternly corner thereof; thence North 89° 58' 50" West 45.39 feet; thence South 23° 20' East 24.09 feet to the Beginning of a curve concave to the southeast, having a radius of 50 feet, a radial line thru said point Bears North 43° 19' West; thence Southwesterly along said curve 4.05 feet; thence South 89° 58' 50" west 49.64 feet to a point on the Westerly line of said lot 15; thence North 5° 34' 40" West 25.12 feet to the point of beginning.

The above described property is shown as parcel 245 on a licensed surveyor's Map on file in Book 20, page 34 of record of surveys, in the office of the Recorder of said County.

Parcel 3:

That portion of Lot 15 of Tract No. 3729, County of Los Angeles, State of California, as per map recorded in Book 41, Page(s) 17 et. Seq. of Maps in the office of the County Recorder of said County, described as follows:

Beginning at a point on the Westerly line of said Lot 15, distant thereon South 5° 34' 40" East 1034.41 feet from the Northwesternly corner thereof; thence North 89° 58' 50" East 49.64. feet to a point on a curve concave to the Southeast, having a radius of 50 feet, a

radial line through said point bears North 47° 57' West; thence Southwesterly along said curve 38.22 feet; thence South 89° 58' 50" west 33.42 feet to a point on the westerly line of said lot 15; thence North 5° 34' 40" west 35.16 feet to the point of beginning.

The above described property is shown as parcel 246 on a licensed surveyor's map on file in Book 20, Page 34 of record of surveys, in the office of said County recorder, referred to as Buyer's Property in Deed from County of Los Angeles recorded concurrently herewith.

This property is located at and is known by the following address and Assessor Parcel Numbers (APN): APN: 4442-023-905 (PORTION), 4442-023-906 (PORTION), 4442-023-003, 4442-023-006, 4442-023-018, AND 4442-023-033 located at 1431 Penny Road, Topanga, CA 90290.

I hereby agree and covenant with the County of Los Angeles that the above legally described real property shall be merged and held as one parcel and no portion shall be sold separately.

This covenant and agreement is executed for the purpose of prohibiting the further subdivision of the land described herein.

This covenant and agreement shall run with all the above described land and shall be binding upon ourselves, and future owners, encumbrancers, their successors, heirs, or assignees and shall continue in effect in perpetuity.

Agreed to:

Ronald M. Mesaros

Notary Page for Covenant and Agreement to Hold Property As One Parcel

State of _____ }
County of _____ }

On _____ before me, _____,

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2008 by and between the **COUNTY OF LOS ANGELES** ("Seller"), and Kevin S. Reed and Justine E. Lewis ("Buyer"). Based upon the mutual consideration provided for herein, Seller and Buyer agree as follows:

1. Sale and Purchase. Seller is the owner of certain real property adjoining R Penny Road, in the Topanga area of unincorporated County of Los Angeles, State of California and legally described in Exhibit A, attached hereto and incorporated herein by reference, ("Property"). Seller desires to sell the Property, and convey it to Buyer, and Buyer desires to purchase the Property and accept it from Seller, for the consideration and on the terms and conditions hereinafter set forth.

2. Purchase Price. The purchase price ("Purchase Price") for the Property is Twenty One Thousand Three Hundred Eighty Seven Dollars and NO/100 Dollars (\$21,387.00), payable by Buyer to Seller as follows:

A. Two Thousand One Hundred Thirty Eight and 70/100 Dollars (\$2,138.70) receipt of which is hereby acknowledged by the Seller ("Down Payment"). The Down Payment shall be refunded to Buyer only in the event the Property is not conveyed to Buyer due to Seller's inability to convey the Property.

B. The remaining balance of Nineteen Thousand Two Hundred Forty Eight and 30/100 Dollars (\$19,248.30) to be paid in full on October 20, 2008, which is one business day prior to the conveyance of the Property in accordance with Section 4.

Payments shall be made by certified check payable to the County of Los Angeles.

3. Costs. All costs and expenses related to this transaction shall be paid by Buyer, including, but not limited to, the cost of a title insurance policy, and all documentary transfer taxes and document drafting, recording and any other miscellaneous charges and fees. In the event any cost or expense is paid by Seller, Buyer shall immediately upon Seller's request remit a check payable to the County of Los Angeles in an amount equal to such costs and expenses.

4. Conveyance and Closing Date. Seller shall convey the Property to Buyer by quitclaim deed ("Deed"), subject to:

- A. All taxes, interest, penalties, and assessments of record assessed but not yet due, if any;
- B. Covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record, if any; and

C. The following restrictions:

- i. At no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;
- ii. The Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction as that term is defined herein;
- iii. At no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;
- iv. Any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts, such as tennis courts, is expressly prohibited by this language;
- v. Except as provided in subsection (b) below, fences higher than six feet shall not be installed on any part of the Property;
- vi. The Property, along with property currently owned by Buyer and described in Exhibit B ("Buyer's Property") attached hereto and incorporated herein by reference, will be held as one parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for subsection vi, Buyer's Property shall not be subject to any of the use restrictions contained in this Agreement;
- vii. The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and
- viii. In the event that Seller determines that these restrictions are not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have thirty (30) days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within the thirty (30) day period described above, and

such cure is commenced within such thirty (30) day period and thereafter diligently prosecuted to completion, additional time to cure, as determined by the County, will be allowed. If the Default Condition is not so cured, then all right, title, and interest in and to the Property shall revert back to Seller without further action by Seller. The record owner shall relinquish possession and execute a quitclaim deed conveying the Property to Seller upon request. In no event shall Seller have the right to take title to the Buyer's Property.

The defined terms are as follows:

- a. Habitable Structures is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including, but not limited to, (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves, or other equipment for the purpose of preparing food; and (2) bathroom facilities including toilets, sinks, tubs, and showers.
 - b. Fire Break Construction is defined as construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within five (5) feet of the nearest property line of the Property
- D. Seller's reservation to itself and exception from the conveyance contemplated herein of all oil, gas, hydrocarbons, or other minerals in and under the Property, without the use of the surface or subsurface, to a depth of five hundred (500) feet, measured vertically, from the surface of the Property.
- E. Seller shall convey the Property on or before the later of (i) October 21, 2008, or (ii) a date occurring fifteen (15) days after the date the County of Los Angeles Board of Supervisors approves the sale of the Property.

In satisfaction of item C.vi. above, Buyer agrees to execute the Covenant and Agreement to Hold Property as One Parcel, attached hereto as Exhibit C and incorporated herein by reference.

5. Title. Buyer understands that the Property is being sold without any warranty regarding the condition of title to the Property; Buyer accepts all matters of record and understands that Seller will not provide a policy of title insurance and makes no representations or warranties as to condition of title. Seller recommends that Buyer retain, at Buyer's sole cost and expense, a licensed title company to issue a policy of

title insurance. Buyer agrees that the condition of title shall not be cause for Buyer's cancellation of this Agreement and in the event Buyer cancels the sale because of problems related to title, then Seller shall retain the Down Payment.

6. Recording. Seller shall prepare the Deed indicating title to the Property to be vested in the name of the Buyer as follows: Kevin S. Reed and Justine E. Lewis, as joint tenants and shall cause the Deed to be recorded in the official records of the Los Angeles County Recorder.

7. Delivery of Deed. Seller shall transmit to Buyer a copy of the Deed stamped by the Recorder, the original of which shall be mailed to the Buyer by the Recorder at the address for notice to Buyer pursuant to Section 13 hereof.

8. Condition of the Property.

- A. Buyer acknowledges that Buyer is purchasing the Property "as is," solely in reliance on Buyer's own investigation, and that no representation or warranty of any kind whatsoever, express or implied, has been made by Seller or Seller's agents. Any information given or disclosure made to Buyer by Seller or Seller's agents concerning the Property shall not constitute a representation or warranty made by Seller. Buyer has been given the full opportunity to inspect the Property prior to execution of this Agreement. Buyer shall assume the cost and expense for the removal of all contaminated materials, toxic or hazardous substances, and asbestos, if any, on the Property.
- B. Seller has disclosed to Buyer the following information that impacts Buyer's use of the Property: None, other than as set forth herein. Such disclosures are not exhaustive and do not imply that no other conditions impact Buyer's use of, or the value of the Property or that other conditions are not known to Seller.
- C. Buyer also acknowledges that it is aware of all zoning regulations, other governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Property, and Buyer agrees to purchase the Property in said condition.
- D. Buyer waives any and all claims, and agrees to indemnify, defend, save, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents, from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever.

9. Possession/Risk of Loss. All risk of loss or damage with respect to the Property shall pass from Seller to Buyer upon recordation of the Deed.

10. Brokerage Commission. Buyer and Seller hereby acknowledge and

represent that there are no broker's commission or finder's fees due in connection with the transaction contemplated by this Agreement. Each party shall indemnify and hold the other party harmless from any claim of any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of either party with respect to the transaction contemplated hereunder.

11. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or agreements made or purported to be executed or made between the parties prior to the date hereof, the provisions contained in this Agreement shall in all instances govern and prevail.

12. Assignment. This Agreement is not assignable. Buyer shall not assign or attempt to assign this Agreement, or any rights hereunder, to any other person or entity. Any such assignment or purported assignment shall be null and void, and of no force and effect whatsoever.

13. Notices. All notices, demands, and requests required or desired to be given pursuant to this Agreement by either party shall be sent by United States Mail, registered or certified, postage prepaid, and addressed to the parties as follows:

Seller: County of Los Angeles
Chief Executive Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea, Manager
Property Management

Buyer: Kevin S. Reed and Justine E. Lewis
1432 Penny Road
Topanga, CA 90290

Notices, demands, and requests served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement at the time the notice, demand, or request is postmarked to the addresses shown above.

14. Time is of the Essence. Time is of the essence for each and every term, condition, covenant, obligation, and provision of this Agreement.

15. Seller's Remedies. In the event of Buyer's failure to consummate the transaction contemplated by this Agreement, Seller shall have all remedies in law and equity, and shall be entitled to enforce this Agreement and to obtain the benefit of the bargain contained herein. The retention by Seller of the Down Payment to set off such consequential damages based on the cost to the Seller of the sale shall not be deemed a waiver or relinquishment of any other remedies.

THE DOWN PAYMENT SHALL BE RETAINED BY SELLER, IN THE EVENT OF BUYER'S FAILURE TO CONSUMMATE THE TRANSACTION CONTEMPLATED BY

THIS AGREEMENT, TO COMPENSATE SELLER FOR THE COST ASSOCIATED WITH NEGOTIATING, OBTAINING BOARD OF SUPERVISOR APPROVAL AND ENTERING INTO THIS AGREEMENT. THE DOWN PAYMENT AMOUNT SHALL BE PRESUMED TO BE A REASONABLE ESTIMATE OF THE AMOUNT OF ACTUAL CONSEQUENTIAL DAMAGES SUSTAINED BY SELLER BECAUSE OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY. SELLER HAS AUDITED ITS HISTORIC COSTS OF CONDUCTING NEGOTIATIONS, OBTAINING BOARD OF SUPERVISOR APPROVAL AND ENTERING INTO THIS AGREEMENT AND HAS DETERMINED THAT SUCH COSTS EXCEED TWENTY FIVE THOUSAND DOLLARS (\$25,000). AS SUCH, IN THE EVENT OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY, BUYER AND SELLER AGREE AS FOLLOWS: (1) THAT SELLER'S RETENTION OF THE DOWN PAYMENT IS PARTICULARLY APPROPRIATE FOR THIS TRANSACTION; (2) THAT THE AMOUNT OF THE DOWN PAYMENT IS INSUFFICIENT TO COVER SELLER'S COST OF THIS TRANSACTION; AND (3) THAT THE DOWN PAYMENT SHALL BE RETAINED BY SELLER, TOGETHER WITH ALL REMEDIES AT LAW OR IN EQUITY TO OTHERWISE ENFORCE THIS AGREEMENT AND OBTAIN THE BENEFIT OF THE BARGAIN. SELLER'S OTHER REMEDIES SHALL INCLUDE, WITHOUT LIMITATION, THE RIGHT TO SUE FOR THE EXCESS, IF ANY, WHICH WOULD HAVE BEEN DUE TO THE SELLER UNDER THIS AGREEMENT OVER THE VALUE OF THE PROPERTY TO SELLER, PLUS INTEREST, OR THE RIGHT TO SUE FOR SPECIFIC PERFORMANCE OF THIS AGREEMENT.

Seller's Initials _____

Buyer's Initials  _____

Buyer's Initials  _____

16. County Lobbyist Ordinance. Buyer is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate this Agreement.

17. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.

18. Binding on Successors. Subject to the limitations set forth herein, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

19. Governing Law and Forum. This Agreement shall be governed by and

construed in accordance with the internal laws of the State of California. Any litigation with respect to this Agreement shall be conducted in the courts of the County of Los Angeles, State of California.

20. Waivers. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.

21. Captions. The captions and the section and subsection numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.

22. No Presumption Re: Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

23. Assistance of Counsel. Each party hereto either had the assistance of counsel or had counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.

24. Required Actions of Buyer and Seller. Buyer and Seller agree to execute all such instruments and documents and to take all action as may be required in order to consummate the purchase and sale herein contemplated.

25. Power and Authority. The Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

26. Survival of Covenants. The covenants, agreements, representations, and warranties made herein are intended to survive the consummation of the sale of the Property and recordation of the Deed.

27. Interpretation. Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

28. Entire Agreement. This Agreement contains the entire agreement between the parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Seller and Buyer.

IN WITNESS HEREOF, the parties have executed this Agreement as of the day and year first written above.

BUYER

Kevin S. Reed and Justine E. Lewis

By: 

Kevin S. Reed


Justine E. Lewis

Upon approval of this Agreement, a signed copy will be mailed to Buyer.

SELLER

COUNTY OF LOS ANGELES

By _____

Chair, Board of Supervisors

ATTEST:

Sachi A. Hamai
Executive Officer, Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.

By  _____
Deputy

EXHIBIT A
LEGAL DESCRIPTION
PROPERTY TO BE ACQUIRED

APN: 4442-022-902 (PORTION)

That Portion of Lot 15 of Tract No. 3729 as Per Map Recorded In Book 41 Pages 17 through 20 of Maps in the Office of the County of Los Angeles Recorder Described As Follows:

Lots 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, and 127 as Shown on Record of Survey Map Filed In Book 20 Page 34 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

Reserving and excepting to the County of Los Angeles for road purposes, but without the obligation of the County to build or maintain any road built thereon, those portions of the above described lots which are encumbered by a traversing dotted line as shown on record of survey map filed in book 20 page 34 and in book 20 page 43 of records of survey in the office of the County Recorder of the County of Los Angeles.

EXHIBIT B
LEGAL DESCRIPTION
PROPERTY CURRENTLY OWNED BY BUYER

APN: 4442-022-008

That Portion of Lot 15 of Tract No. 3729 as Per Map Recorded in Book 41 Pages 17 through 20 of Maps in the office of the County of Los Angeles Recorder described as follows:

Lot 44 on a Licensed Surveyor's map on file in Book 20 page 34 of Record of Surveyor's in the office of the County recorder of said County.

EXHIBIT C

RECORDING REQUESTED BY & MAIL TO

County of Los Angeles
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL

The undersigned hereby certify that they are the owner of the real property described below located in the Topanga area of the Unincorporated County of Los Angeles, State of California that is legally described as follows:

Parcel A

That Portion of Lot 15 of Tract No. 3729 as Per Map Recorded In Book 41 Pages 17 through 20 of Maps in the Office of the County of Los Angeles Recorder Described As Follows:

Lots 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, and 127 as Shown on Record of Survey Map Filed In Book 20 Page 34 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

Parcel B

That Portion of Lot 15 of Tract No. 3729 as Per Map Recorded in Book 41 Pages 17 through 20 of Maps in the office of the County of Los Angeles Recorder described as follows:

Lot 44 on a Licensed Surveyor's map on file in Book 20 page 34 of Record of Surveyor's in the office of the County recorder of said County, referred to as Buyer's Property in Deed from County of Los Angeles recorded concurrently herewith.

This property is located at and is known by the following address and Assessor Parcel Numbers (APN):
APN: 4442-022-902 (PORTION) and 4442-022-008 located adjacent to Penny Road, Topanga, CA 90290.

We hereby agree and covenant with the County of Los Angeles that the above legally described real property shall be merged and held as one parcel and no portion shall be sold separately.

This covenant and agreement is executed for the purpose of prohibiting the further subdivision of the land described herein.

effect in perpetuity.

Agreed to:

Kevin S. Reed


Justin E. Lewis

Justine

Notary Page for Covenant and Agreement to Hold Property As One Parcel

State of _____ }
County of _____ }

On _____ before me, _____,

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2008 by and between the **COUNTY OF LOS ANGELES** ("Seller"), and Sarah Sutton ("Buyer"). Based upon the mutual consideration provided for herein, Seller and Buyer agree as follows:

1. Sale and Purchase. Seller is the owner of certain real property adjoining 20460 Callon Drive, in the Topanga area of unincorporated County of Los Angeles, State of California and legally described in Exhibit A, attached hereto and incorporated herein by reference ("Property"). Seller desires to sell the Property, and convey it to Buyer, and Buyer desires to purchase the Property and accept it from Seller, for the consideration and on the terms and conditions hereinafter set forth.

2. Purchase Price. The purchase price ("Purchase Price") for the Property is Four Thousand Six Hundred Eighty Eight and NO/100 Dollars (\$4,688.00), payable by Buyer to Seller as follows:

A. Four Hundred Sixty Eight and 80/100 Dollars (\$468.80) receipt of which is hereby acknowledged by the Seller ("Down Payment"). The Down Payment shall be refunded to Buyer only in the event the Property is not conveyed to Buyer due to Seller's inability to convey the Property.

B. The remaining balance of Four Thousand Two Hundred Nineteen and 20/100 Dollars (\$4,219.20) to be paid in full on October 20, 2008, which is one business day prior to the conveyance of the Property in accordance with Section 4.

Payments shall be made by certified check payable to the County of Los Angeles.

3. Costs. All costs and expenses related to this transaction shall be paid by Buyer, including, but not limited to, the cost of a title insurance policy, and all documentary transfer taxes and document drafting, recording and any other miscellaneous charges and fees. In the event any cost or expense is paid by Seller, Buyer shall immediately upon Seller's request remit a check payable to the County of Los Angeles in an amount equal to such costs and expenses.

4. Conveyance and Closing Date. Seller shall convey the Property to Buyer by quitclaim deed ("Deed"), subject to:

A. All taxes, interest, penalties, and assessments of record assessed but not yet due, if any;

B. Covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record, if any; and

C. The following restrictions:

- i. At no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;
- ii. The Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction as that term is defined herein;
- iii. At no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;
- iv. Any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts, such as tennis courts, is expressly prohibited by this language;
- v. Except as provided in subsection (b) below, fences higher than six feet shall not be installed on any part of the Property;
- vi. The Property, along with property currently owned by Buyer and described in Exhibit B ("Buyer's Property") attached hereto and incorporated herein by reference, will be held as one parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for subsection vi, Buyer's Property shall not be subject to any of the use restrictions contained in this Agreement;
- vii. The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and
- viii. In the event that Seller determines that these restrictions are not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have thirty (30) days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within the thirty (30) day period described above, and such cure is commenced within such thirty (30) day period

and thereafter diligently prosecuted to completion, additional time to cure, as determined by the County, will be allowed. If the Default Condition is not so cured, then all right, title, and interest in and to the Property shall revert back to Seller without further action by Seller. The record owner shall relinquish possession and execute a quitclaim deed conveying the Property to Seller upon request. In no event shall Seller have the right to take title to the Buyer's Property.

The defined terms are as follows:

- a. Habitable Structures is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including, but not limited to, (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves, or other equipment for the purpose of preparing food; and (2) bathroom facilities including toilets, sinks, tubs, and showers.
 - b. Fire Break Construction is defined as construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within five (5) feet of the nearest property line of the Property
- D. Seller's reservation to itself and exception from the conveyance contemplated herein of all oil, gas, hydrocarbons, or other minerals in and under the Property, without the use of the surface or subsurface, to a depth of five hundred (500) feet, measured vertically, from the surface of the Property.
- E. Seller shall convey the Property on or before the later of (i) October 21, 2008, or (ii) a date occurring fifteen (15) days after the date the County of Los Angeles Board of Supervisors approves the sale of the Property.

In satisfaction of item C.vi. above, Buyer agrees to execute the Covenant and Agreement to Hold Property as One Parcel, attached hereto as Exhibit C and incorporated herein by reference.

5. Title. Buyer understands that the Property is being sold without any warranty regarding the condition of title to the Property; Buyer accepts all matters of record and understands that Seller will not provide a policy of title insurance and makes no representations or warranties as to condition of title. Seller recommends that Buyer retain, at Buyer's sole cost and expense, a licensed title company to issue a policy of title insurance. Buyer agrees that the condition of title shall not be cause for Buyer's

problems related to title, then Seller shall retain the Down Payment.

6. Recording. Seller shall prepare the Deed indicating title to the Property to be vested in the name of the Buyer as follows: Sarah Sutton, and shall cause the Deed to be recorded in the official records of the Los Angeles County Recorder.

7. Delivery of Deed. Seller shall transmit to Buyer a copy of the Deed stamped by the Recorder, the original of which shall be mailed to the Buyer by the Recorder at the address for notice to Buyer pursuant to Section 13 hereof.

8. Condition of the Property.

- A. Buyer acknowledges that Buyer is purchasing the Property "as is," solely in reliance on Buyer's own investigation, and that no representation or warranty of any kind whatsoever, express or implied, has been made by Seller or Seller's agents. Any information given or disclosure made to Buyer by Seller or Seller's agents concerning the Property shall not constitute a representation or warranty made by Seller. Buyer has been given the full opportunity to inspect the Property prior to execution of this Agreement. Buyer shall assume the cost and expense for the removal of all contaminated materials, toxic or hazardous substances, and asbestos, if any, on the Property.
- B. Seller has disclosed to Buyer the following information that impacts Buyer's use of the Property: None, other than as set forth herein. Such disclosures are not exhaustive and do not imply that no other conditions impact Buyer's use of, or the value of the Property or that other conditions are not known to Seller.
- C. Buyer also acknowledges that it is aware of all zoning regulations, other governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Property, and Buyer agrees to purchase the Property in said condition.
- D. Buyer waives any and all claims, and agrees to indemnify, defend, save, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents, from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever.

9. Possession/Risk of Loss. All risk of loss or damage with respect to the Property shall pass from Seller to Buyer upon recordation of the Deed.

10. Brokerage Commission. Buyer and Seller hereby acknowledge and represent that there are no broker's commission or finder's fees due in connection with the transaction contemplated by this Agreement. Each party shall indemnify and hold

the other party harmless from any claim of any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of either party with respect to the transaction contemplated hereunder.

11. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or agreements made or purported to be executed or made between the parties prior to the date hereof, the provisions contained in this Agreement shall in all instances govern and prevail.

12. Assignment. This Agreement is not assignable. Buyer shall not assign or attempt to assign this Agreement, or any rights hereunder, to any other person or entity. Any such assignment or purported assignment shall be null and void, and of no force and effect whatsoever.

13. Notices. All notices, demands, and requests required or desired to be given pursuant to this Agreement by either party shall be sent by United States Mail, registered or certified, postage prepaid, and addressed to the parties as follows:

Seller: County of Los Angeles
Chief Executive Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea, Manager
Property Management

Buyer: Sarah Sutton
20460 Callon Drive
Topanga, CA 90290

Notices, demands, and requests served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement at the time the notice, demand, or request is postmarked to the addresses shown above.

14. Time is of the Essence. Time is of the essence for each and every term, condition, covenant, obligation, and provision of this Agreement.

15. Seller's Remedies. In the event of Buyer's failure to consummate the transaction contemplated by this Agreement, Seller shall have all remedies in law and equity, and shall be entitled to enforce this Agreement and to obtain the benefit of the bargain contained herein. The retention by Seller of the Down Payment to set off such consequential damages based on the cost to the Seller of the sale shall not be deemed a waiver or relinquishment of any other remedies.

THE DOWN PAYMENT SHALL BE RETAINED BY SELLER, IN THE EVENT OF BUYER'S FAILURE TO CONSUMMATE THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT, TO COMPENSATE SELLER FOR THE COST ASSOCIATED WITH NEGOTIATING, OBTAINING BOARD OF SUPERVISOR APPROVAL AND

ENTERING INTO THIS AGREEMENT. THE DOWN PAYMENT AMOUNT SHALL BE PRESUMED TO BE A REASONABLE ESTIMATE OF THE AMOUNT OF ACTUAL CONSEQUENTIAL DAMAGES SUSTAINED BY SELLER BECAUSE OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY. SELLER HAS AUDITED ITS HISTORIC COSTS OF CONDUCTING NEGOTIATIONS, OBTAINING BOARD OF SUPERVISOR APPROVAL AND ENTERING INTO THIS AGREEMENT AND HAS DETERMINED THAT SUCH COSTS EXCEED TWENTY FIVE THOUSAND DOLLARS (\$25,000). AS SUCH, IN THE EVENT OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY, BUYER AND SELLER AGREE AS FOLLOWS: (1) THAT SELLER'S RETENTION OF THE DOWN PAYMENT IS PARTICULARLY APPROPRIATE FOR THIS TRANSACTION; (2) THAT THE AMOUNT OF THE DOWN PAYMENT IS INSUFFICIENT TO COVER SELLER'S COST OF THIS TRANSACTION; AND (3) THAT THE DOWN PAYMENT SHALL BE RETAINED BY SELLER, TOGETHER WITH ALL REMEDIES AT LAW OR IN EQUITY TO OTHERWISE ENFORCE THIS AGREEMENT AND OBTAIN THE BENEFIT OF THE BARGAIN. SELLER'S OTHER REMEDIES SHALL INCLUDE, WITHOUT LIMITATION, THE RIGHT TO SUE FOR THE EXCESS, IF ANY, WHICH WOULD HAVE BEEN DUE TO THE SELLER UNDER THIS AGREEMENT OVER THE VALUE OF THE PROPERTY TO SELLER, PLUS INTEREST, OR THE RIGHT TO SUE FOR SPECIFIC PERFORMANCE OF THIS AGREEMENT.

Seller's Initials _____

Buyer's Initials 

16. County Lobbyist Ordinance. Buyer is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate this Agreement.

17. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.

18. Binding on Successors. Subject to the limitations set forth herein, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

19. Governing Law and Forum. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Agreement shall be conducted in the courts of the County of Los Angeles, State of California.

20. Waivers. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either

party of the same or any other provision.

21. Captions. The captions and the section and subsection numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.

22. No Presumption Re: Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

23. Assistance of Counsel. Each party hereto either had the assistance of counsel or had counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.

24. Required Actions of Buyer and Seller. Buyer and Seller agree to execute all such instruments and documents and to take all action as may be required in order to consummate the purchase and sale herein contemplated.

25. Power and Authority. The Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

26. Survival of Covenants. The covenants, agreements, representations, and warranties made herein are intended to survive the consummation of the sale of the Property and recordation of the Deed.

27. Interpretation. Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

28. Entire Agreement. This Agreement contains the entire agreement between the parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Seller and Buyer.

IN WITNESS HEREOF, the parties have executed this Agreement as of the day and year first written above.

BUYER

Sarah Sutton

By: 

Sarah Sutton

Upon approval of this Agreement, a signed copy will be mailed to Buyer.

SELLER

COUNTY OF LOS ANGELES

By _____

Chair, Board of Supervisors

ATTEST:

Sachi A. Hamai

Executive Officer, Clerk of the Board of Supervisors

By _____

Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.

By 

Deputy

EXHIBIT A
LEGAL DESCRIPTION
PROPERTY TO BE ACQUIRED

APN: 4441-015-904 (PORTION)

That Portion of Lot 14 of Tract No. 3729 As Per Map Recorded In Book 41 Pages 17 Through 20 of Maps in the Office of the County of Los Angeles Recorder Described As Follows:

Lot 29 as Shown on Record of Survey Map Filed In Book 44 Pages 25, 26, and 27 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

EXHIBIT B
LEGAL DESCRIPTION
PROPERTY CURRENTLY OWNED BY BUYER

APN: 4441-015-010 and 4441-015-011

Parcel 1:

That Portion Of Lot 14 Of Tract No. 3729, in the County of Los Angeles, State of California, as per map recorded in Book 41 page 17 et seq., of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at a point on the Northwesternly line of said Lot, distant North 65° 36' 05" East 525 feet from the Northwesternly Corner of said Lot; thence South 24° 23' 55" East 112.5; thence South 65° 36' 05" West 50 feet to the Southeast Corner of land described in Deed to Phil B. Ewing and Thelma L. Ewing, Recorded May 5, 1969 as Instrument No. 401,; thence along the East line of said land North 24° 23' 55" West 112.5 Feet to the Northwesternly line of said Lot 14; thence along said Northwesternly line North 65° 36' 05" East 50 feet to the Point of Beginning.

The above described land is also shown as parcels 18, 19, 30 and 31 of Map filed in Book 44 Pages 25, 26, and 27 of Record of Surveys, in the Office of the County Recorder of Said County.

Parcel 2:

That portion of Lot 14 of Tract No. 3729, in the County of Los Angeles, State of California, as Per Map recorded in Book 41 Page 17 et. Seq. of Maps, in the Office of the County Recorder of Los Angeles County, Described as follows:

Beginning at a point on the Northwesternly Line of Said Lot, Distant North 65° 36' 05" East 437.50 Feet from the Northwesternly Corner of said Lot; thence South 24° 23' 55" East 112.5 Feet; Thence North 65° 36' 05" East 37.5 Feet; thence North 24° 23' 55" West 112.5 feet to the Northwesternly Line of Said Lot 14; thence along said Northwesternly Line South 65° 36' 05" West 37.5 Feet to the True Point of Beginning.

The Above Described Land is Also Shown as Parcels 17 and 32 of Map Filed in Book 44, Pages 25 to 27 of Record of Surveys, in the Office of the County Recorder of said County.

EXHIBIT C

RECORDING REQUESTED BY & MAIL TO

County of Los Angeles
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL

The undersigned hereby certify that they are the owner of the real property described below located in the Topanga area of the Unincorporated County of Los Angeles, State of California that is legally described as follows:

Parcel A

That Portion of Lot 14 of Tract No. 3729 As Per Map Recorded In Book 41 Pages 17 Through 20 of Maps in the Office of the County of Los Angeles Recorder Described As Follows:

Lot 29 as Shown on Record of Survey Map Filed In Book 44 Pages 25, 26, and 27 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

Parcel B

Parcel 1:

That Portion Of Lot 14 Of Tract No. 3729, in the County of Los Angeles, State of California, as per map recorded in Book 41 page 17 et seq., of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at a point on the Northwestern line of said Lot, distant North 65° 36' 05" East 525 feet from the Northwestern Corner of said Lot; thence South 24° 23' 55" East 112.5; thence South 65° 36' 05" West 50 feet to the Southeast Corner of land described in Deed to Phil B. Ewing and Thelma L. Ewing, Recorded May 5, 1969 as Instrument No. 401.; thence along the East line of said land North 24° 23' 55" West 112.5 Feet to the Northwestern line of said Lot 14; thence along said Northwestern line North 65° 36' 05" East 50 feet to the Point of Beginning.

The above described land is also shown as parcels 18, 19, 30 and 31 of Map filed in Book 44 Pages 25, 26, and 27 of Record of Surveys, in the Office of the County Recorder of Said County.

Parcel 2:

That portion of Lot 14 of Tract No. 3729, in the County of Los Angeles, State of California, as Per Map recorded in Book 41 Page 17 et. Seq. of Maps, in the Office of the County Recorder of Los Angeles County, Described as follows:

Beginning at a point on the Northwestern Line of Said Lot, Distant North 65° 36' 05" East 437.50 Feet from the Northwestern Corner of said Lot; thence South 24° 23' 55" East 112.5 Feet; Thence North 65° 36' 05" East 37.5 Feet; thence North 24° 23' 55" West 112.5 feet to the Northwestern Line of Said Lot 14; thence along said Northwestern Line South 65° 36' 05" West 37.5 Feet to the True Point of Beginning.

The Above Described Land is Also Shown as Parcels 17 and 32 of Map Filed in Book 44, Pages 25 to 27 of Record of Surveys, in the Office of the County Recorder of said County.

This property is located at and is known by the following address and Assessor Parcel Numbers (APN): APN: 4441-015-901 (PORTION) and 4441-015-010 and 4441-015-011 located at 20460 Callon Drive, Topanga, CA 90290.

I hereby agree and covenant with the County of Los Angeles that the above legally described real property shall be merged and held as one parcel and no portion shall be sold separately.

This covenant and agreement is executed for the purpose of prohibiting the further subdivision of the land described herein.

This covenant and agreement shall run with all the above described land and shall be binding upon ourselves, and future owners, encumbrancers, their successors, heirs, or assignees and shall continue in effect in perpetuity.

Agreed to:


Sarah Sutton

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2008 by and between the **COUNTY OF LOS ANGELES** ("Seller"), and Ryan Victor and Stacy L. Waneka ("Buyer"). Based upon the mutual consideration provided for herein, Seller and Buyer agree as follows:

1. Sale and Purchase. Seller is the owner of certain real property located in the vicinity of 21935 Altaridge Drive in the Topanga area of unincorporated County of Los Angeles, State of California and legally described in Exhibit A, attached hereto and incorporated herein by reference ("Property"). Seller desires to sell the Property, and convey it to Buyer, and Buyer desires to purchase the Property and accept it from Seller, for the consideration and on the terms and conditions hereinafter set forth.

2. Purchase Price. The purchase price ("Purchase Price") for the Property is Three Thousand Three Hundred Fifty Eight and NO/100 Dollars (\$3,358.00), payable by Buyer to Seller as follows:

A) One Thousand Three Hundred Fifty Eight and NO/100 Dollars (\$1,358.00) receipt of which is hereby acknowledged by the Seller ("Down Payment"). The Down Payment shall be refunded to Buyer only in the event the Property is not conveyed to Buyer due to Seller's inability to convey the Property.

B) The remaining balance of Two Thousand and NO/100 Dollars (\$2,000.00) to be paid in full on October 20, 2008, which is one business day prior to the conveyance of the Property in accordance with Section 4.

Payments shall be made by certified check payable to the County of Los Angeles.

3. Costs. All costs and expenses related to this transaction shall be paid by Buyer, including, but not limited to, the cost of a title insurance policy, and all documentary transfer taxes and document drafting, recording and any other miscellaneous charges and fees. In the event any cost or expense is paid by Seller, Buyer shall immediately upon Seller's request remit a check payable to the County of Los Angeles in an amount equal to such costs and expenses.

4. Conveyance and Closing Date. Seller shall convey the Property to Buyer by quitclaim deed ("Deed"), subject to:

- A) All taxes, interest, penalties, and assessments of record assessed but not yet due, if any;
- B) Covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record; and

C) The following restrictions:

- i) At no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;
- ii) The Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction as that term is defined herein;
- iii) At no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;
- iv) Any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts, such as tennis courts, is expressly prohibited by this language;
- v) Except as provided in subsection (b) below, fences higher than six feet shall not be installed on any part of the Property;
- vi) The Property, along with property currently owned by Buyer and described in Exhibit B ("Buyer's Property") attached hereto and incorporated herein by reference, will be held as one parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for this subsection vi, Buyer's Property shall not be subject to any of the use restrictions contained in this Agreement;
- vii) The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and

- viii) In the event that Seller determines that these restrictions are not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have thirty (30) days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within such thirty (30) day period, and such cure is commenced within such thirty (30) day period and thereafter diligently prosecuted to completion, additional time to cure as determined by the County will be allowed. If the Default Condition is not so cured, then all right, title, and interest in and to the Property shall revert back to Seller without further action by Seller. The record owner shall relinquish possession and execute a quitclaim deed conveying the Property to Seller upon request. In no event shall Seller have the right to take title to the Buyer's Property.

The defined terms are as follows:

- (a) Habitable Structures is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including, but not limited to, (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves, or other equipment for the purpose of preparing food; and (2) bathroom facilities including toilets, sinks, tubs, and showers.
 - (b) Fire Break Construction is defined as construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within five (5) feet of the nearest property line of the Property
- D. Seller's reservation to itself and exception from the conveyance contemplated herein of all oil, gas, hydrocarbons, or other minerals in and under the Property, without the use of the surface or subsurface, to a depth of five hundred (500) feet, measured vertically, from the surface of the Property,
- E. Seller shall convey the Property on or before the later of (i) October 21, 2008, or (ii) a date occurring fifteen (15) days after the date the County of Los Angeles Board of Supervisors approves the sale of the Property.

In satisfaction of item C) vi) above, Buyer agrees to execute the Covenant and Agreement to Hold Property as One Parcel, attached hereto as Exhibit C and incorporated herein by reference.

5. Title. Buyer understands that the Property is being sold without any warranty regarding the condition of title to the Property; Buyer accepts all matters of record and understands that Seller will not provide a policy of title insurance and makes no representations or warranties as to condition of title. Seller recommends that Buyer retain, at Buyer's sole cost and expense, a licensed title company to issue a policy of title insurance. Buyer agrees that the condition of title shall not be cause for Buyer's cancellation of this Agreement and in the event Buyer cancels the sale because of problems related to title, then Seller shall retain the Down Payment.

6. Recording. Seller shall prepare the Deed indicating title to the Property to be vested in the name of the Buyer as follows: Ryan Victor and Stacy L. Waneka, husband and wife as community property with right of survivorship and shall cause the Deed to be recorded in the official records of the Los Angeles County Recorder.

7. Delivery of Deed. Seller shall transmit to Buyer a copy of the Deed stamped by the Recorder, the original of which shall be mailed to the Buyer by the Recorder at the address for notice to Buyer pursuant to Section 13 hereof.

8. Condition of the Property.

- A. Buyer acknowledges that Buyer is purchasing the Property "as is," solely in reliance on Buyer's own investigation, and that no representation or warranty of any kind whatsoever, express or implied, has been made by Seller or Seller's agents. Any information given or disclosure made to Buyer by Seller or Seller's agents concerning the Property shall not constitute a representation or warranty made by Seller. Buyer has been given the full opportunity to inspect the Property prior to execution of this Agreement. Buyer shall assume the cost and expense for the removal of all contaminated materials, toxic or hazardous substances, and asbestos, if any, on the Property.
- B. Seller has disclosed to Buyer the following information that impacts Buyer's use of the Property: None, other than as set forth herein. Such disclosures are not exhaustive and do not imply that no other conditions impact Buyer's use of, or the value of the Property or that other conditions are not known to Seller.
- C. Buyer also acknowledges that it is aware of all zoning regulations, other governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Property, and Buyer agrees to purchase the Property in said condition.
- D. Buyer waives any and all claims, and agrees to indemnify, defend, save, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents, from and against any and all liability, expense (including defense costs and legal

fees), and claims for damages of any nature whatsoever.

9. Possession/Risk of Loss. All risk of loss or damage with respect to the Property shall pass from Seller to Buyer upon recordation of the Deed.

10. Brokerage Commission. Buyer and Seller hereby acknowledge and represent that there are no broker's commission or finder's fees due in connection with the transaction contemplated by this Agreement. Each party shall indemnify and hold the other party harmless from any claim of any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of either party with respect to the transaction contemplated hereunder.

11. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or agreements made or purported to be executed or made between the parties prior to the date hereof, the provisions contained in this Agreement shall in all instances govern and prevail.

12. Assignment. This Agreement is not assignable. Buyer shall not assign or attempt to assign this Agreement, or any rights hereunder, to any other person or entity. Any such assignment or purported assignment shall be null and void, and of no force and effect whatsoever.

13. Notices. All notices, demands, and requests required or desired to be given pursuant to this Agreement by either party shall be sent by United States Mail, registered or certified, postage prepaid, and addressed to the parties as follows:

Seller: County of Los Angeles
Chief Executive Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea, Manager
Property Management

Buyer: Ryan Victor and Stacy L. Waneka
21935 Altaridge Drive
Topanga, CA 90290

Notices, demands, and requests served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement at the time the notice, demand, or request is postmarked to the addresses shown above.

14. Time is of the Essence. Time is of the essence for each and every term, condition, covenant, obligation, and provision of this Agreement.

15. Seller's Remedies. In the event of Buyer's failure to consummate the transaction contemplated by this Agreement, Seller shall have all remedies in law and equity, and shall be entitled to enforce this Agreement and to obtain the benefit of the bargain contained herein. The retention by Seller of the Down Payment to set off such consequential damages based on the cost to the Seller of the sale shall not be deemed a waiver or relinquishment of any other remedies.

THE DOWN PAYMENT SHALL BE RETAINED BY SELLER, IN THE EVENT OF BUYER'S FAILURE TO CONSUMMATE THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT, TO COMPENSATE SELLER FOR THE COST ASSOCIATED WITH NEGOTIATING, OBTAINING BOARD OF SUPERVISOR APPROVAL AND ENTERING INTO THIS AGREEMENT, WHICH AMOUNT SHALL BE PRESUMED TO BE A REASONABLE ESTIMATE OF THE AMOUNT OF ACTUAL CONSEQUENTIAL DAMAGES SUSTAINED BY SELLER BECAUSE OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY. SELLER HAS AUDITED ITS HISTORIC COSTS OF CONDUCTING NEGOTIATIONS, OBTAINING BOARD OF SUPERVISOR APPROVAL AND ENTERING INTO THIS AGREEMENT AND HAS DETERMINED THAT SUCH COSTS EXCEED TWENTY FIVE THOUSAND DOLLARS (\$25,000). AS SUCH, BUYER AND SELLER AGREE THAT SELLER'S RETENTION OF THE DOWN PAYMENT IS PARTICULARLY APPROPRIATE FOR THIS TRANSACTION; THAT THE AMOUNT OF THE DOWN PAYMENT IS INSUFFICIENT TO COVER SELLER'S COST OF THIS TRANSACTION; AND AGREE THAT THE DOWN PAYMENT SHALL BE RETAINED BY SELLER, TOGETHER WITH ALL REMEDIES AT LAW OR IN EQUITY TO OTHERWISE ENFORCE THIS AGREEMENT AND OBTAIN THE BENEFIT OF THE BARGAIN, IN THE EVENT OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY. SELLER'S OTHER REMEDIES SHALL INCLUDE, WITHOUT LIMITATION, TO SUE FOR THE EXCESS, IF ANY, WHICH WOULD HAVE BEEN DUE TO THE SELLER UNDER THIS AGREEMENT OVER THE VALUE OF THE PROPERTY TO SELLER, PLUS INTEREST, OR TO SUE FOR SPECIFIC PERFORMANCE.

Seller's Initials _____

Buyer's Initials 

Buyer's Initials 

16. County Lobbyist Ordinance. Buyer is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate this Agreement.

17. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.

18. Binding on Successors. Subject to the limitations set forth herein, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

19. California Law. This Agreement shall be construed in accordance with the internal laws of the State of California.

20. Waivers. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.

21. Captions. The captions and the section and subsection numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.

22. No Presumption Re: Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

23. Assistance of Counsel. Each party hereto either had the assistance of counsel or had counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.

24. Required Actions of Buyer and Seller. Buyer and Seller agree to execute all such instruments and documents and to take all action as may be required in order to consummate the purchase and sale herein contemplated.

25. Power and Authority. The Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

26. Survival of Covenants. The covenants, agreements, representations, and warranties made herein are intended to survive the consummation of the sale of the Property and recordation of the Deed.

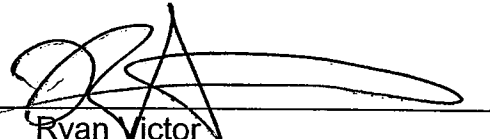
27. Interpretation. Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

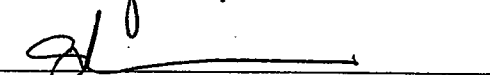
28. Entire Agreement. This Agreement contains the entire agreement between the parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Seller and Buyer.

IN WITNESS HEREOF, the parties have executed this Agreement as of the day and year first written above.

BUYER

Ryan Victor and Stacy L. Waneka

By: 
Ryan Victor

By: 
Stacy L. Waneka

Upon approval of this Agreement, a signed copy will be mailed to Buyer.

SELLER

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

Sachi A. Hamai
Executive Officer, Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.

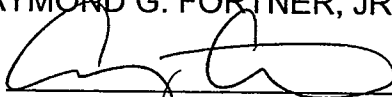
By 
Deputy

EXHIBIT A
LEGAL DESCRIPTION
PROPERTY TO BE ACQUIRED

APN: 4434-035-902 (Portion)

Lot 292 as shown on map of Tract No. 3944 recorded in Book 72 pages 36 through 42 of Maps in the Office of the County Recorder of the County of Los Angeles, together with that portion of Altaridge Drive (shown as Alta Drive on said map) vacated by a resolution of the Board of Supervisors of said county, a copy of which is recorded in Book 17386 page 119 of Official Records of said county that would normally be conveyed with said Lot 291 reserving therefrom an "easement for public road purposes, but without the obligation of the County to build or maintain any road built thereon " for those portions of Altaridge Drive 20.00 feet wide that traverses Lot 292 as described in Documents Nos. 92-126871, 91-1913233, 91-1913232 and 91-1847711

Said easement for public road purposes shall run with the land and be binding upon all future owners, heirs and assigns.

EXHIBIT B
LEGAL DESCRIPTION
PROPERTY CURRENTLY OWNED BY BUYER

APN: 4434-034-027 and 4434-034-029

Lots 252, 253, 254, 255 and 256 of Tract No. 3944, as shown on map filed in book 72, Pages 36 to 44 inclusive of Maps, in the office of the County Recorder of the County of Los Angeles.

EXHIBIT C

RECORDING REQUESTED BY & MAIL TO

County of Los Angeles
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL

The undersigned hereby certify that they are the owner of the real property described below located in the Topanga area of the Unincorporated County of Los Angeles, State of California that is legally described as follows:

Parcel A

Lot 292 as shown on map of Tract No. 3944 recorded in Book 72 pages 36 through 42 of Maps in the Office of the County Recorder of the County of Los Angeles, together with that portion of Altaridge Drive (shown as Alta Drive on said map) vacated by a resolution of the Board of Supervisors of said county, a copy of which is recorded in Book 17386 page 119 of Official Records of said county that would normally be conveyed with said Lot 291 reserving therefrom an "easement for public road purposes, but without the obligation of the County to build or maintain any road built thereon " for those portions of Altaridge Drive 25.00 feet wide that traverses Lot 292 as described in Documents Nos. 92-126871, 91-1913233, 91-1913232 and 91-1847711

Said easement for public road purposes shall run with the land and be binding upon all future owners, heirs and assigns.

Parcel B

Lots 252, 253, 254, 255 and 256 of Tract No. 3944, as shown on map filed in book 72, Pages 36 to 44 inclusive of Maps, in the office of the County Recorder of the County of Los Angeles, referred to as Buyer's Property in Deed from County of Los Angeles recorded concurrently herewith.

This property is located at and is known by the following address and Assessor Parcel Numbers (APN): 4434-035-902 (Portion), 4434-034-027, and 4442-034-029, located at 21935 Altaridge Drive, Topanga 90290

We hereby agree and covenant with the County of Los Angeles that the above legally described real property shall be merged and held as one parcel and no portion shall be sold separately.

This covenant and agreement is executed for the purpose of prohibiting the further subdivision of the land described herein.

This covenant and agreement shall run with all the above described land and shall be binding upon ourselves, and future owners, encumbrancers, their successors, heirs, or assignees and shall continue in effect in perpetuity.

Agreed to:



Ryan Victor

Stacy L. Waneke

Notary Page for Covenant and Agreement to Hold Property As One Parcel

State of _____ }
County of _____ }

On _____ before me, _____,

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2008 by and between the **COUNTY OF LOS ANGELES** ("Seller"), and Dale D. Menagh and Debra G. Rackear, Trustees of the Menagh/ Rackear Revocable Trust ("Buyer"). Based upon the mutual consideration provided for herein, Seller and Buyer agree as follows:

1. Sale and Purchase. Seller is the owner of certain real property located in the vicinity of 22103 Altaridge Drive in the Topanga area of unincorporated County of Los Angeles, State of California and legally described in Exhibit A, attached hereto and incorporated herein by reference ("Property"). Seller desires to sell the Property, and convey it to Buyer, and Buyer desires to purchase the Property and accept it from Seller, for the consideration and on the terms and conditions hereinafter set forth.

2. Purchase Price. The purchase price ("Purchase Price") for the Property is Four Thousand One Hundred Forty Two and NO/100 Dollars (\$4,142.00), payable by Buyer to Seller as follows:

A) One Thousand One Hundred Forty Two and NO/100 Dollars (\$1,142.00) receipt of which is hereby acknowledged by the Seller ("Down Payment"). The Down Payment shall be refunded to Buyer only in the event the Property is not conveyed to Buyer due to Seller's inability to convey the Property.

B) The remaining balance of Three Thousand and NO/100 Dollars (\$3,000.00) to be paid in full on October 20, 2008, which is one business day prior to the conveyance of the Property in accordance with Section 4.

Payments shall be made by certified check payable to the County of Los Angeles.

3. Costs. All costs and expenses related to this transaction shall be paid by Buyer, including, but not limited to, the cost of a title insurance policy, and all documentary transfer taxes and document drafting, recording and any other miscellaneous charges and fees. In the event any cost or expense is paid by Seller, Buyer shall immediately upon Seller's request remit a check payable to the County of Los Angeles in an amount equal to such costs and expenses.

4. Conveyance and Closing Date. Seller shall convey the Property to Buyer by quitclaim deed ("Deed"), subject to:

- A) All taxes, interest, penalties, and assessments of record assessed but not yet due, if any;
- B) Covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record; and

C) The following restrictions:

- i) At no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;
- ii) The Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction as that term is defined herein;
- iii) At no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;
- iv) Any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts, such as tennis courts, is expressly prohibited by this language;
- v) Except as provided in subsection (b) below, fences higher than six feet shall not be installed on any part of the Property;
- vi) The Property, along with property currently owned by Buyer and described in Exhibit B ("Buyer's Property") attached hereto and incorporated herein by reference, will be held as one parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for this subsection vi, Buyer's Property shall not be subject to any of the use restrictions contained in this Agreement;
- vii) The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and

- viii) In the event that Seller determines that these restrictions are not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have thirty (30) days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within such thirty (30) day period, and such cure is commenced within such thirty (30) day period and thereafter diligently prosecuted to completion, additional time to cure as determined by the County will be allowed. If the Default Condition is not so cured, then all right, title, and interest in and to the Property shall revert back to Seller without further action by Seller. The record owner shall relinquish possession and execute a quitclaim deed conveying the Property to Seller upon request. In no event shall Seller have the right to take title to the Buyer's Property.

The defined terms are as follows:

- (a) Habitable Structures is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including, but not limited to, (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves, or other equipment for the purpose of preparing food; and (2) bathroom facilities including toilets, sinks, tubs, and showers.
 - (b) Fire Break Construction is defined as construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within five (5) feet of the nearest property line of the Property
- D. Seller's reservation to itself and exception from the conveyance contemplated herein of all oil, gas, hydrocarbons, or other minerals in and under the Property, without the use of the surface or subsurface, to a depth of five hundred (500) feet, measured vertically, from the surface of the Property.
- E. Seller shall convey the Property on or before the later of (i) October 21, 2008, or (ii) a date occurring fifteen (15) days after the date the County of Los Angeles Board of Supervisors approves the sale of the Property.

In satisfaction of item C) vi) above, Buyer agrees to execute the Covenant and Agreement to Hold Property as One Parcel, attached hereto as Exhibit C and incorporated herein by reference.

5. Title. Buyer understands that the Property is being sold without any warranty regarding the condition of title to the Property; Buyer accepts all matters of record and understands that Seller will not provide a policy of title insurance and makes no representations or warranties as to condition of title. Seller recommends that Buyer retain, at Buyer's sole cost and expense, a licensed title company to issue a policy of title insurance. Buyer agrees that the condition of title shall not be cause for Buyer's cancellation of this Agreement and in the event Buyer cancels the sale because of problems related to title, then Seller shall retain the Down Payment.

6. Recording. Upon execution of this Agreement, Seller shall prepare the Deed indicating title to the Property to be vested in the name of the Buyer as follows: Dale D. Menagh and Debra G. Rackear, Trustees of the Menagh/ Rackear Revocable Trust and shall cause the Deed to be recorded in the official records of the Los Angeles County Recorder.

7. Delivery of Deed. Seller shall transmit to Buyer a copy of the Deed stamped by the Recorder, the original of which shall be mailed to the Buyer by the Recorder at the address for notice to Buyer pursuant to Section 13 hereof.

8. Condition of the Property.

- A. Buyer acknowledges that Buyer is purchasing the Property "as is," solely in reliance on Buyer's own investigation, and that no representation or warranty of any kind whatsoever, express or implied, has been made by Seller or Seller's agents. Any information given or disclosure made to Buyer by Seller or Seller's agents concerning the Property shall not constitute a representation or warranty made by Seller. Buyer has been given the full opportunity to inspect the Property prior to execution of this Agreement. Buyer shall assume the cost and expense for the removal of all contaminated materials, toxic or hazardous substances, and asbestos, if any, on the Property.
- B. Seller has disclosed to Buyer the following information that impacts Buyer's use of the Property: None, other than as set forth herein. Such disclosures are not exhaustive and do not imply that no other conditions impact Buyer's use of, or the value of the Property or that other conditions are not known to Seller.
- C. Buyer also acknowledges that it is aware of all zoning regulations, other governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Property, and Buyer agrees to purchase the Property in said condition.
- D. Buyer waives any and all claims, and agrees to indemnify, defend, save and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents, from and against

any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever.

9. Possession/Risk of Loss. All risk of loss or damage with respect to the Property shall pass from Seller to Buyer upon recordation of the Deed.

10. Brokerage Commission. Buyer and Seller hereby acknowledge and represent that there are no broker's commission or finder's fees due in connection with the transaction contemplated by this Agreement. Each party shall indemnify and hold the other party harmless from any claim of any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of either party with respect to the transaction contemplated hereunder.

11. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or agreements made or purported to be executed or made between the parties prior to the date hereof, the provisions contained in this Agreement shall in all instances govern and prevail.

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Chief Executive Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea, Manager
Property Management

Buyer: Dale D. Menagh and Debra G. Rackear,
Trustees of the Menagh/ Rackear Revocable Trust
22013 Altaridge Drive
Topanga, CA 90290

Notices, demands, and requests served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement at the time the notice, demand, or request is postmarked to the addresses shown above.

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Seller's Initials _____

Buyer's Initials 

Buyer's Initials 

16. County Lobbyist Ordinance. Buyer is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate this Agreement.

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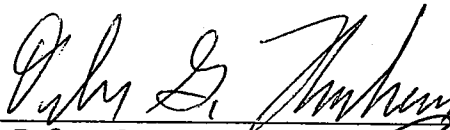
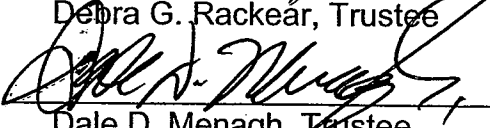
27. Interpretation. Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

28. Entire Agreement. This Agreement contains the entire agreement between the parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Seller and Buyer.

IN WITNESS HEREOF, the parties have executed this Agreement as of the day and year first written above.

BUYER

Dale D. Menagh and Debra G. Rackear,
Trustees of the Menagh/ Rackear Revocable
Trust

By: , trustee
Debra G. Rackear, Trustee
By: , trustee
Dale D. Menagh, Trustee

Upon approval of this Agreement, a signed copy will be mailed to Buyer.

SELLER

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

Sachi A. Hamai
Executive Officer, Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.

By 
Deputy

EXHIBIT A
LEGAL DESCRIPTION
PROPERTY TO BE ACQUIRED

APN: 4434-035-902 (Portion)

Lot 291 as shown on map of Tract No. 3944 recorded in Book 72 pages 36 through 42 of Maps in the Office of the County Recorder of the County of Los Angeles, together with that portion of Altaridge Drive (shown as Alta Drive on said map) vacated by a resolution of the Board of Supervisors of said county, a copy of which is recorded in Book 17386 page 119 of Official Records of said county that would normally be conveyed with said Lot 291 reserving therefrom an "easement for public road purposes, but without the obligation of the County to build or maintain any road built thereon" for those portions of Altaridge Drive 25.00 feet wide that traverses Lot 291 as described in Documents Nos. 92-126871, 91-1913233, 91-1913232 and 91-1847711

Said easement for public road purposes shall run with the land and be binding upon all future owners, heirs and assigns.

EXHIBIT B
LEGAL DESCRIPTION
PROPERTY CURRENTLY OWNED BY BUYER

APN: 4434-035-022

Real property in the unincorporated area of the County of Los Angeles, State of California, described as follows:

Parcel 1:

Lots 285 and 288 and that portion of Lots 289 and 293 as shown on map of Tract No. 3944, in the County of Los Angeles, State of California, as per map recorded in Book 72 Pages 36 through 44 inclusive of maps, in the office of the county recorder of the County of Los Angeles, and that portion of Alta Drive as shown on said map vacated by order of the Board of Supervisors of said county, recorded in Book 17386 Page 119 Official Records, which would pass by a conveyance of Lots 285, 288, 289, and 293 of said Tract No. 3944, described as follows:

Beginning at the intersection of the Northerly line of that easement 15.00 feet wide described as Parcel 4 in Document No. 83-687013 recorded June 17, 1983 in the office of the county recorder of the County of Los Angeles, with the Westerly prolongation of a line that is parallel with and 2.50 feet Southerly of the Northerly line of said Lot 293, said intersection is a point on curve concave Southwesterly having a radius of 88.74 feet and a radial bearing of South 52° 16' 51" West; thence Northwesterly along said Northerly line through a central angle of 15° 27' 16" a distance of 23.94 feet to the Westerly prolongation of the centerline tangent line of said Alta Drive lying Northerly of said Lot 293; thence along last mentioned prolongation South 84° 23' 35" East 104.81 feet to a line that bears North 5° 36' 25" East and passes through the Southwesterly corner of said Lot 285; thence North 5° 36' 25" East 12.50 feet to the Southwesterly corner of said Lot 285; thence along the Westerly, Northerly and Easterly lines of said Lot 285 to the Northwesterly corner of said Lot 288; thence along the Northerly and Easterly lines of said Lot 288 to the Southeasterly corner of said Lot 288; thence along the Easterly line of said Lot 289 to the Easterly prolongation of said parallel line lying 2.50 feet Southerly of the Northerly line of said Lot 293; thence along last mentioned parallel line North 84° 23' 35" west 240.98 feet to the point of beginning.

Parcel 2:

Lot 290 and a portion of Lots 289 and 293 as shown on map of Tract No. 3944, in the County of Los Angeles, State of California, recorded in Book 72 Pages 36 through 44 inclusive of maps, in the office of the county recorder of the County of Los Angeles, and that portion of Alta Drive as shown on said map vacated by order of the Board of Supervisors of said county, recorded in Book 17386 Page 119 Official Records, which would pass by a conveyance of said land, described as follows:

Beginning at intersection of the Northerly line of that easement 15.00 feet wide described as Parcel 4 in Document No. 83-687013 recorded June 17, 1983 in the office of the county recorder of the County of Los Angeles, with the Westerly prolongation of a line that is parallel with and 2.50 feet Southerly of the Northerly line of said Lot 293, said intersection is a point on a curve concave Southwesterly having a radius of 88.74 feet and a radial bearing of South 52° 16' 51" West; thence Southeasterly along said curve and along said Northerly line through a central angle of 2° 30' 57" a distance of 3.89 feet; thence tangent South 35° 12' 12" East 13.09 feet; thence Southeasterly 50.80 feet along a tangent curve concave Northeasterly having a radius of 92.50 feet and a central angle of 31° 27' 52"; thence tangent South 66° 40' 04" East, 13.55 feet; thence Southeasterly 75.93 feet along a tangent curve concave Southwesterly having a radius of 152.50 feet and a central angle of 28° 31' 37"; thence leaving the Northerly line of said easement North 51° 51' 33" East 17.84 feet to the intersection of the Southeasterly prolongation of the centerline (tangent line) of said Alta Drive lying Southwesterly of said Lot 293 with the Southerly prolongation of the centerline (tangent line) of said Alta Drive lying Easterly of said Lot 293; thence North 88° 45' 13" East 17.25 feet to the Southwesterly corner of said Lot 290; thence along the Southerly line and Easterly line of said Lot 290 to the Northeast corner of said Lot 290; thence along the Southeasterly line of said Lot 289, North 22° 50' 00" East 30.87 feet to the Easterly prolongation of said parallel line lying 2.50 feet Southerly of the Northerly line of said Lot 293; thence along said parallel line North 84° 23' 35" East 240.98 feet to the point of beginning.

RECORDING REQUESTED BY & MAIL TO

County of Los Angeles
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL

The undersigned hereby certify that they are the owner of the real property described below located in the Topanga area of the Unincorporated County of Los Angeles, State of California that is legally described as follows:

Parcel A

Lot 291 as shown on map of Tract No. 3944 recorded in Book 72 pages 36 through 42 of Maps in the Office of the County Recorder of the County of Los Angeles, together with that portion of Altaridge Drive (shown as Alta Drive on said map) vacated by a resolution of the Board of Supervisors of said county, a copy of which is recorded in Book 17386 page 119 of Official Records of said county that would normally be conveyed with said Lot 291 reserving therefrom an "easement for public road purposes, but without the obligation of the County to build or maintain any road built thereon " for those portions of Altaridge Drive 25.00 feet wide that traverses Lot 291 as described in Documents Nos. 92-126871, 91-1913233, 91-1913232 and 91-1847711

Said "easement for public road purposes" shall run with the land and be binding upon all future owners, heirs and assigns.

Parcel B

Real property in the unincorporated area of the County of Los Angeles, State of California, described as follows:

Parcel 1:

Lots 285 and 288 and that portion of Lots 289 and 293 as shown on map of Tract No. 3944, in the County of Los Angeles, State of California, as per map recorded in Book 72 Pages 36 through 44 inclusive of maps, in the office of the county recorder of the County of Los Angeles, and that portion of Alta Drive as shown on said map vacated by order of the Board of Supervisors of said county, recorded in Book 17386 Page 119 Official Records, which would pass by a conveyance of Lots 285, 288, 289, and 293 of said Tract No. 3944, described as follows:

Beginning at the intersection of the Northerly line of that easement 15.00 feet wide described as Parcel 4 in Document No. 83-687013 recorded June 17, 1983 in the office of the county recorder of the County of Los Angeles, with the Westerly prolongation of a line that is parallel with and 2.50 feet Southerly of the Northerly line of said Lot 293, said intersection is a point on curve concave Southwesterly having a radius of 88.74 feet and a radial bearing of South 52° 16' 51" West; thence Northwesterly along said Northerly line through a central angle of 15° 27' 16" a distance of 23.94 feet to the Westerly prolongation of the centerline tangent line of said Alta Drive lying Northerly of said Lot 293; thence along last mentioned prolongation South 84° 23' 35" East 104.81 feet to a line that bears North 5° 36' 25" East and passes through the Southwesterly corner of said Lot 285; thence North 5° 36' 25" East 12.50 feet to the Southwesterly corner of said Lot 285; thence along the Westerly, Northerly and Easterly lines of said Lot 285 to the Northwesterly corner of said Lot 288; thence along the Northerly and Easterly lines of said Lot 288 to the Southeasterly corner of said Lot 288; thence along the Easterly line of said Lot 289 to the Easterly prolongation of said parallel line lying 2.50 feet Southerly of the Northerly line of said Lot 293; thence along last mentioned parallel line North 84° 23' 35" west 240.98 feet to the point of beginning.

Parcel 2:

Lot 290 and a portion of Lots 289 and 293 as shown on map of Tract No. 3944, in the County of Los Angeles, State of California, recorded in Book 72 Pages 36 through 44 inclusive of maps, in the office of the county recorder of the County of Los Angeles, and that portion of Alta Drive as shown on said map vacated by order of the Board of Supervisors of said county, recorded in Book 17386 Page 119 Official Records, which would pass by a conveyance of said land, described as follows:

Beginning at intersection of the Northerly line of that easement 15.00 feet wide described as Parcel 4 in Document No. 83-687013 recorded June 17, 1983 in the office of the county recorder of the County of Los Angeles, with the Westerly prolongation of a line that is parallel with and 2.50 feet Southerly of the Northerly line of said Lot 293, said intersection is a point on a curve concave Southwesterly having a radius of 88.74 feet and a radial bearing of South 52° 16' 51" West; thence Southeasterly along said curve and along said Northerly line through a central angle of 2° 30' 57" a distance of 3.89 feet; thence tangent South 35° 12' 12" East 13.09 feet; thence Southeasterly 50.80 feet along a tangent curve concave Northeasterly having a radius of 92.50 feet and a central angle of 31° 27' 52"; thence tangent South 66° 40' 04" East, 13.55 feet; thence Southeasterly 75.93 feet along a tangent curve concave Southwesterly having a radius of 152.50 feet and a central angle of 28° 31' 37"; thence leaving the Northerly line of said easement North 51° 51' 33" East 17.84 feet to the intersection of the Southeasterly prolongation of the centerline (tangent line) of said Alta Drive lying Southwesterly of said Lot 293 with the Southerly prolongation of the centerline (tangent line) of said Alta Drive lying Easterly of said Lot 293; thence North 88° 45' 13" East 17.25 feet to the Southwesterly corner of said Lot 290; thence along the Southerly line and Easterly line of said Lot 290 to the Northeast corner of said Lot 290; thence along the Southeasterly line of said Lot 289, North 22° 50' 00" East 30.87 feet to the Easterly prolongation of said parallel line lying 2.50 feet Southerly of the Northerly line of said Lot 293; thence along said parallel line North 84° 23' 35" East 240.98 feet to the point of beginning.

Referred to as Buyer's Property in Deed from County of Los Angeles recorded concurrently herewith.

This property is located at and is known by the following address and Assessor Parcel Numbers (APN): 4434-035-902 (Portion) and 4434-035-022, located at 22013 Altaridge Drive, Topanga 90290

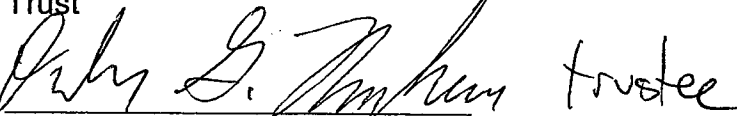
We hereby agree and covenant with the County of Los Angeles that the above legally described real property shall be merged and held as one parcel and no portion shall be sold separately.

This covenant and agreement is executed for the purpose of prohibiting the further subdivision of the land described herein.

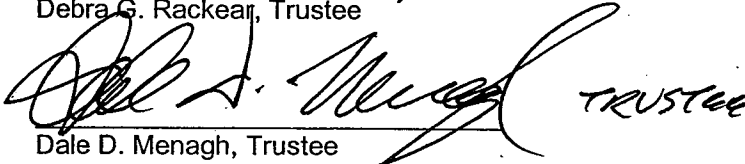
This covenant and agreement shall run with all the above described land and shall be binding upon ourselves, and future owners, encumbrancers, their successors, heirs, or assignees and shall continue in effect in perpetuity.

Agreed to:

Dale D. Menagh and Debra G. Rackear, Trustees of the Menagh/ Rackear Revocable Trust

 trustee

Debra G. Rackear, Trustee

 trustee

Dale D. Menagh, Trustee

Notary Page for Covenant and Agreement to Hold Property As One Parcel

State of California }
County of Los Angeles }

On January 30, 2008 before me, Cherie Castle, Notary Public
personally appeared Debra G. Rackear, trustee, Doreen Mendez
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Cherie Castle



SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2008 by and between the **COUNTY OF LOS ANGELES** ("Seller"), and Kathleen M. Vilim and Stephen A. Kirschner ("Buyer"). Based upon the mutual consideration provided for herein, Seller and Buyer agree as follows:

1. Sale and Purchase. Seller is the owner of certain real property located in the vicinity of the 21000 Block of Hillside Drive in the Topanga area of unincorporated County of Los Angeles, State of California and legally described in Exhibit A, attached hereto and incorporated herein by reference, ("Property"). Seller desires to sell the Property, and convey it to Buyer, and Buyer desires to purchase the Property and accept it from Seller, for the consideration and on the terms and conditions hereinafter set forth.

2. Purchase Price. The purchase price ("Purchase Price") for the Property is Sixteen Thousand Three Hundred and NO/100 Dollars (\$16,300.00), payable by Buyer to Seller as follows:

A) One Thousand Six Hundred and NO/100 Dollars (\$1,600.00) receipt of which is hereby acknowledged by the Seller ("Down Payment"). The Down Payment shall be refunded to Buyer only in the event the Property is not conveyed to Buyer due to Seller's inability to convey the Property.

B) The remaining balance of Fourteen Thousand Seven Hundred and NO/100 Dollars (\$14,700.00) to be paid in full on October 20, 2008, which is one business day prior to the conveyance of the Property in accordance with Section 4.

Payments shall be made by certified check payable to the County of Los Angeles.

3. Costs. All costs and expenses related to this transaction shall be paid by Buyer, including, but not limited to, Certificate of Compliance application fees payable to Regional Planning, the cost of a title insurance policy, and all documentary transfer taxes and document drafting, recording and any other miscellaneous charges and fees. In the event any cost or expense is paid by Seller, Buyer shall immediately upon Seller's request remit a check payable to the County of Los Angeles in an amount equal to such costs and expenses.

4. Conveyance and Closing Date. Seller shall convey the Property to Buyer by quitclaim deed ("Deed"), subject to:

but not yet due, if any;

B) Covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record; and

C) The following restrictions:

- i) At no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;
- ii) The Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction as that term is defined herein;
- iii) At no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;
- iv) Any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts, such as tennis courts, is expressly prohibited by this language;
- v) Except as provided in subsection (b) below, fences higher than six feet shall not be installed on any part of the Property;
- vi) The Property, along with property currently owned by Buyer and described in Exhibit B ("Buyer Property") attached hereto and incorporated herein by reference, will be held as one parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for this subsection vi, Buyer's Property shall not be subject to any of the use restriction contained in this Agreement;
- vii) The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and
- viii) In the event that Seller determines that these restrictions are not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have thirty (30) days from the date of the notice

owner shall have thirty (30) days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within such thirty (30) day period, and such cure is commenced within such thirty (30) day period and thereafter diligently prosecuted to completion, additional time to cure as determined by the County will be allowed. If the Default Condition is not so cured, then all right, title, and interest in and to the Property shall revert back to Seller without further action by Seller. The record owner shall relinquish possession and execute a quitclaim deed conveying the Property to Seller upon request. In no event shall Seller have the right to take title to the Buyer's Property.

The defined terms are as follows:

- (a) Habitable Structures is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including, but not limited to, (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves, or other equipment for the purpose of preparing food; and (2) bathroom facilities including toilets, sinks, tubs, and showers.
 - (b) Fire Break Construction is defined as construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within five (5) feet of the nearest property line of the Property
- D. Seller's reservation to itself and exception from the conveyance contemplated herein of all oil, gas, hydrocarbons, or other minerals in and under the Property, without the use of the surface or subsurface to a depth of five hundred (500) feet, measured vertically, from the surface of the Property.
- E. Seller shall convey the Property on or before the later of (i) October 21, 2008, or (ii) a date occurring fifteen (15) days after the date both of the following have occurred (a) the County of Los Angeles Board of Supervisors approves the sale of the Property and (b) the Department of Regional Planning approves the application for a Certificate of Compliance pertaining to the subdivision of Lot 229 referenced in the attached Exhibit A Legal Description and Section 5.B. hereof.

In satisfaction of item C) vi) above, Buyer agrees to execute the Covenant and Agreement to Hold Property as One Parcel, attached hereto as Exhibit C and incorporated herein by reference.

5. Title.

- A. Buyer understands that the Property is being sold without any warranty regarding the condition of title to the Property; Buyer accepts all matters of record and understands that Seller will not provide a policy of title insurance and makes no representations or warranties as to condition of title. Seller recommends that Buyer retain, at Buyer's sole cost and expense, a licensed title company to issue a policy of title insurance. Buyer agrees that the condition of title shall not be cause for Buyer's cancellation of this Agreement and in the event Buyer cancels the sale because of problems related to title, then Seller shall retain the Down Payment.
- B. Seller has consented to Buyer's request to subdivide Lot 229 to create two lots, one comprised of 2,764 square feet of Lot 229 which shall be conveyed to Buyer, as more particularly described on the attached Exhibit A, Legal Description, and the second comprised of the remainder of Lot 229. Prior to the conveyance to Buyer, Buyer shall comply with the following conditions:
 - (i) Buyer prepares and within ten (10) days of the date the Board of Supervisors approves the sale contemplated by this Agreement, executes a joint application with Seller for a Certificate of Compliance and submits said application to the County of Los Angeles Department of Regional Planning ("Regional Planning") for the purpose of reviewing the subdivision of Lot 229.
 - (ii) Buyer prepares the application satisfactory to Seller and is solely responsible for all costs associated with said application.
 - (iii) Buyer complies with any conditions imposed by Regional Planning related to the application and approval for a Certificate of Compliance.

6. Recording. Upon execution of this Agreement, Seller shall prepare the Deed indicating title to the Property to be vested in the name of the Buyer as follows: Kathleen M. Vilim and Stephen A. Kirschner, wife and husband as joint tenants with right of survivorship and shall cause the Deed to be recorded in the official records of the Los Angeles County Recorder.

7. Delivery of Deed. Seller shall transmit to Buyer a copy of the Deed stamped by the Recorder, the original of which shall be mailed to the Buyer by the Recorder at the address for notice to Buyer pursuant to Section 13 hereof.

8. Condition of the Property.

- A. Buyer acknowledges that Buyer is purchasing the Property "as is,"

solely in reliance on Buyer's own investigation, and that no representation or warranty of any kind whatsoever, express or implied, has been made by Seller or Seller's agents. Any information given or disclosure made to Buyer by Seller or Seller's agents concerning the Property shall not constitute a representation or warranty made by Seller. Buyer has been given the full opportunity to inspect the Property prior to execution of this Agreement. Buyer shall assume the cost and expense for the removal of all contaminated materials, toxic or hazardous substances, and asbestos, if any, on the Property.

- B. Seller has disclosed to Buyer the following information that impacts Buyer's use of the Property: None, other than as set forth herein. Such disclosures are not exhaustive and do not imply that no other conditions impact Buyer's use of, or the value of the Property or that other conditions are not known to Seller.
- C. Buyer also acknowledges that it is aware of all zoning regulations, other governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Property, and Buyer agrees to purchase the Property in said condition.
- D. Buyer waives any and all claims, and agrees to indemnify, defend, save, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents, from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever.

9. Possession/Risk of Loss. All risk of loss or damage with respect to the Property shall pass from Seller to Buyer upon recordation of the Deed.

10. Brokerage Commission. Buyer and Seller hereby acknowledge and represent that there are no broker's commission or finder's fees due in connection with the transaction contemplated by this Agreement. Each party shall indemnify and hold the other party harmless from any claim of any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of either party with respect to the transaction contemplated hereunder.

11. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or agreements made or purported to be executed or made between the parties prior to the date hereof, the provisions contained in this Agreement shall in all instances govern and prevail.

12. Assignment. This Agreement is not assignable. Buyer shall not assign or attempt to assign this Agreement, or any rights hereunder, to any other person or entity. Any such assignment or purported assignment shall be null and void, and of no force and effect whatsoever.

13. Notices. All notices, demands, and requests required or desired to be given pursuant to this Agreement by either party shall be sent by United States Mail, registered or certified, postage prepaid, and addressed to the parties as follows:

Seller: County of Los Angeles
Chief Executive Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea, Manager
Property Management

Buyer: Kathy M. Vilim
Stephen A. Kirschner
21300 Hillside Drive
Topanga, CA 90290

Notices, demands, and requests served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement at the time the notice, demand, or request is postmarked to the addresses shown above.

14. Time is of the Essence. Time is of the essence for each and every term, condition, covenant, obligation, and provision of this Agreement.

15. Seller's Remedies. In the event of Buyer's failure to consummate the transaction contemplated by this Agreement, Seller shall have all remedies in law and equity, and shall be entitled to enforce this Agreement and to obtain the benefit of the bargain contained herein. The retention by Seller of the Down Payment to set off such consequential damages based on the cost to the Seller of the sale shall not be deemed a waiver or relinquishment of any other remedies.

THE DOWN PAYMENT SHALL BE RETAINED BY SELLER, IN THE EVENT OF BUYER'S FAILURE TO CONSUMMATE THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT, TO COMPENSATE SELLER FOR THE COST ASSOCIATED WITH NEGOTIATING, OBTAINING BOARD OF SUPERVISOR APPROVAL AND ENTERING INTO THIS AGREEMENT, WHICH AMOUNT SHALL BE PRESUMED TO BE A REASONABLE ESTIMATE OF THE AMOUNT OF ACTUAL CONSEQUENTIAL DAMAGES SUSTAINED BY SELLER BECAUSE OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY. SELLER HAS AUDITED ITS HISTORIC COSTS OF CONDUCTING NEGOTIATIONS, OBTAINING BOARD OF SUPERVISOR APPROVAL AND ENTERING INTO THIS AGREEMENT AND HAS DETERMINED THAT SUCH COSTS EXCEED TWENTY FIVE THOUSAND DOLLARS (\$25,000). AS SUCH, BUYER AND SELLER AGREE THAT SELLER'S RETENTION OF THE DOWN PAYMENT IS PARTICULARLY APPROPRIATE FOR THIS TRANSACTION; THAT THE AMOUNT OF THE DOWN PAYMENT IS INSUFFICIENT TO COVER SELLER'S COST OF THIS TRANSACTION, AND AGREE THAT THE

DOWN PAYMENT SHALL BE RETAINED BY SELLER, TOGETHER WITH ALL REMEDIES AT LAW OR IN EQUITY TO OTHERWISE ENFORCE THIS AGREEMENT AND OBTAIN THE BENEFIT OF THE BARGAIN, IN THE EVENT OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY. SELLER'S OTHER REMEDIES SHALL INCLUDE, WITHOUT LIMITATION, TO SUE FOR THE EXCESS, IF ANY, WHICH WOULD HAVE BEEN DUE TO THE SELLER UNDER THIS AGREEMENT OVER THE VALUE OF THE PROPERTY TO SELLER, PLUS INTEREST, OR TO SUE FOR SPECIFIC PERFORMANCE.

Seller's Initials _____

Buyer's Initials fmw

Buyer's Initials (R)

16. County Lobbyist Ordinance. Buyer is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate this Agreement.

17. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.

18. Binding on Successors. Subject to the limitations set forth herein, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

19. California Law. This Agreement shall be construed in accordance with the internal laws of the State of California.

20. Waivers. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.

21. Captions. The captions and the section and subsection numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.

22. No Presumption Re: Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and

therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

23. Assistance of Counsel. Each party hereto either had the assistance of counsel or had counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.

24. Required Actions of Buyer and Seller. Buyer and Seller agree to execute all such instruments and documents and to take all action as may be required in order to consummate the purchase and sale herein contemplated.

25. Power and Authority. The Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

26. Survival of Covenants. The covenants, agreements, representations, and warranties made herein are intended to survive the consummation of the sale of the Property and recordation of the Deed.

27. Interpretation. Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

28. Entire Agreement. This Agreement contains the entire agreement between the parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Seller and Buyer.

IN WITNESS HEREOF, the parties have executed this Agreement as of the day and year first written above.

BUYER

KATHLEEN M. VILIM AND
STEPHEN A. KIRSCHNER

By: Kathleen M. Vilim
Kathleen M. Vilim
Stephen A. Kirschner
Stephen A. Kirschner

Upon approval of this Agreement, a signed copy will be mailed to Buyer.

SELLER

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

Sachi A. Hamai
Executive Officer, Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.

By Stephanie Brody
Stephanie Brody, Senior Associate

EXHIBIT A
LEGAL DESCRIPTION
PROPERTY TO BE ACQUIRED

APN: 4440-023-900 (PORTION), 4440-024-900

THAT PORTION OF LOT 229 AS SHOWN ON MAP OF TRACT NO. 6943 RECORDED IN BOOK 105 PAGES 74 THROUGH 82 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES LYING SOUTHERLY OF A STRAIGHT LINE BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF THE NORTHWESTERLY 10.00 FEET OF SAID LOT 229 WITH THE SOUTHWESTERLY LINE OF SAID LOT 229 AND TERMINATING AT THE MOST EASTERLY CORNER OF SAID LOT 229, CONSISTING OF 2,764 SQUARE FEET.

LOTS 231, 232, 233, 234, 243, 244, 245, AND 246 AS SHOWN ON MAP OF TRACT NO. 6943 RECORDED IN BOOK 105 PAGES 74 THROUGH 82 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

EXHIBIT B

PROPERTY CURRENTLY OWNED BY BUYER

APN: 4440-023-004, 4440-024-001, 002, 003, 004, 005, 006, 007, 008, 009, 010, 011, 012, 013, 014, and 020

Real property in the unincorporated area of the County of Los Angeles, State of California, described as follows:

Parcel 1:

Lot 230 of Tract No. 6943, In the County of Los Angeles, State of California, as per map recorded in Book 105 Pages 74 to 82 inclusive of Maps, in the Office of the County Recorder of said County.

Together with that portion of Hillside Drive and Breton Trail (15.00 feet wide), as shown on the map of said Tract 6943, included within that certain Resolution of Summary Vacation by the Board of Supervisors of the County of Los Angeles, recorded August 17, 1988 as Instrument No. 88-1303909, bounded as follows:

Northerly by the Southeasterly prolongation of the center line of Summit Road, (26 feet wide), Westerly, by the center line of Breton Trail (15 00 feet wide) and its Northerly prolongation and bounded Southerly, by the Southwesterly prolongation of the Southeasterly line of said Lot 230.

And together with that portion of the Southeast half of Recall Trail 15 feet in width, as shown on the map of Tract 6943, recorded in Book 105 Pages 74 to 82 inclusive of Maps, in the Office of the County Recorder of said County, adjoining Lot 230 of said Tract 6943, bounded Northeasterly by the Northwesterly prolongation of the Northeasterly line of said Lot 230 and bounded Southwesterly by line drawn Northwesterly at right angles to the Southeasterly line of said Recall Trail) from the Northerly corner of said Lot 230.

Parcel 2:

Lots 254 and 255 and those portions of Lots 247 to 253 inclusive of Tract 6943, as per map recorded in Book 105 Pages 74 to 82 inclusive of Maps, lying Northeasterly of a line which extends from the midpoint of the Southeasterly line of said Lot 247 and which passes through the midpoint of the Southeasterly and Northwesterly lines of each lot to the midpoint of the Northwesterly line of said Lot 253.

Together with that portion of Hillside Drive and Breton Trail (15.00 feet wide) as shown on the map of said Tract 6943, included within that certain Resolution of Summary

Vacation by the Board of Supervisors of the County of Los Angeles, recorded August 17, 1988 as Instrument No. 88-1303909, Official Records, described as follows:

Northerly by the Southeasterly prolongation of the center line of Summit Road (26.00 feet wide), Easterly, by the center line of Breton Trail (15.00 feet wide) and its Northerly prolongation and bounded Southerly by a line drawn at right angles to the Southwesterly line of said Lot 230 of Tract 6943, from the most Southerly corner of said Lot 230.

Parcel 3:

Those portions of Lots 247 to 253 inclusive of Tract 6943, as per map recorded in Book 105 Pages 74 to 82 inclusive of Maps, lying Southwesterly of a line which extends from the midpoint of the Southeasterly line of said Lot 247 and which passes through the midpoint of the Southeasterly and Northwesterly lines of said lot to the midpoint of the Northwesterly line of said Lot 253.

Exhibit C

RECORDING REQUESTED BY & MAIL TO

County of Los Angeles .
222 South Hill Street, 3rd Floor .
Los Angeles, CA 90012 .
Attention: Carlos Brea .

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL

The undersigned hereby certify that they are the owner of the real property described below located in the Topanga area of the Unincorporated County of Los Angeles, State of California that is legally described as follows:

PARCEL A

That Portion Of Lot 229 As Shown On Map Of Tract No. 6943 Recorded In Book 105 Pages 74 Through 82 Of Maps In The Office Of The County Recorder Of The County Of Los Angeles Lying Southerly Of A Straight Line Beginning At The Intersection Of The Southeasterly Line Of The Northwesterly 10.00 Feet Of Said Lot 229 With The Southwesterly Line Of Said Lot 229 And Terminating At The Most Easterly Corner Of Said Lot 229, Consisting Of 2,764 Square Feet.

Lots 231, 232, 233, 234, 243, 244, 245, And 246 As Shown On Map Of Tract No. 6943 Recorded In Book 105 Pages 74 Through 82 Of Maps In The Office Of The County Recorder Of The County Of Los Angeles.

PARCEL B

Real property in the unincorporated area of the County of Los Angeles, State of California, described as follows:

Parcel 1:

Lot 230 of Tract No. 6943, In the County of Los Angeles, State of California, as per map recorded in Book 105 Pages 74 to 82 inclusive of Maps, in the Office of the County Recorder of said County.

Together with that portion of Hillside Drive and Breton Trail (15.00 feet wide), as shown on the map of said Tract No. 6943, included within that certain Resolution of Summary Vacation by the Board of Supervisors of the County of Los Angeles, recorded August 17, 1988 as Instrument No. 88-1303909, bounded as follows:

Northerly by the Southeasterly prolongation of the center line of Summit Road, (26 feet wide), Westerly, by the center line of Breton Trail (15.00 feet wide) and its Northerly

prolongation and bounded Southerly, by the Southwesterly prolongation of the Southeasterly line of said Lot 230.

And together with that portion of the Southeast half of Recall Trail 15 feet in width, as shown on the map of Tract No. 6943, recorded in Book 105 Pages 74 to 82 inclusive of Maps, in the Office of the County Recorder of said County, adjoining Lot 230 of said Tract No. 6943, bounded Northeasterly by the Northwesterly prolongation of the Northeasterly line of said Lot 230 and bounded Southwesterly by line drawn Northwesterly at right angles to the Southeasterly line of said Recall Trail) from the Northerly corner of said Lot 230.

Parcel 2:

Lots 254 and 255 and those portions of Lots 247 to 253 inclusive of Tract No. 6943, as per map recorded in Book 105 Pages 74 to 82 inclusive of Maps, lying Northeasterly of a line which extends from the midpoint of the Southeasterly line of said Lot 247 and which passes through the midpoint of the Southeasterly and Northwesterly lines of each lot to the midpoint of the Northwesterly line of said Lot 253.

Together with that portion of Hillside Drive and Breton Trail (15.00 feet wide) as shown on the map of said Tract No. 6943, included within that certain Resolution of Summary Vacation by the Board of Supervisors of the County of Los Angeles, recorded August 17, 1988 as Instrument No. 88-1303909, Official Records, described as follows:

Northerly by the Southeasterly prolongation of the center line of Summit Road (26.00 feet wide), Easterly, by the center line of Breton Trail (15.00 feet wide) and its Northerly prolongation and bounded Southerly by a line drawn at right angles to the Southwesterly line of said Lot 230 of Tract No. 6943, from the most Southerly corner of said Lot 230.

Parcel 3:

Those portions of Lots 247 to 253 inclusive of Tract No. 6943, as per map recorded in Book 105 Pages 74 to 82 inclusive of Maps, lying Southwesterly of a line which extends from the midpoint of the Southeasterly line of said Lot 247 and which passes through the midpoint of the Southeasterly and Northwesterly lines of said lot to the midpoint of the Northwesterly line of said Lot 253.

All of the Parcel B lots are referred to as Buyer's Property in Deed from County of Los Angeles recorded concurrently herewith.

This property is located at and is known by the following address and Assessor Parcel Numbers (APN): 21300 HILLSIDE DRIVE, TOPANGA, ALSO IDENTIFIED AS APN: 4440-023-004, 4440-024-001, 002, 003, 004, 005, 006, 007, 008, 009, 010, 011, 012, 013, 14, 020; 4440-023-900 (PORTION), AND 4440-024-900.

We hereby agree and covenant with the County of Los Angeles that the above legally described real

property shall be merged and held as one parcel and no portion shall be sold separately.

This covenant and agreement is executed for the purpose of prohibiting the further subdivision of the land described herein.

This covenant and agreement shall run with all the above described land and shall be binding upon ourselves, and future owners, encumbrancers, their successors, heirs, or assignees and shall continue in effect in perpetuity.

Agreed to:

KATHLEEN M. VILIM

STEPHEN A. KIRSCHNER

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2008 by and between the **COUNTY OF LOS ANGELES** ("Seller"), and Lang-Wisdom Family Trust Agreement dated January 25, 2000 ("Buyer"). Based upon the mutual consideration provided for herein, Seller and Buyer agree as follows:

1. Sale and Purchase. Seller is the owner of certain real property located in the vicinity of the 21000 Block of Hillside Drive in the Topanga area of unincorporated County of Los Angeles, State of California and legally described in Exhibit A, attached hereto and incorporated herein by reference, ("Property"). Seller desires to sell the Property, and convey it to Buyer, and Buyer desires to purchase the Property and accept it from Seller, for the consideration and on the terms and conditions hereinafter set forth.

2. Purchase Price. The purchase price ("Purchase Price") for the Property is Fifteen Thousand Two Hundred and NO/100 Dollars (\$15,200.00), payable by Buyer to Seller as follows:

A) One Thousand Five Hundred and NO/100 Dollars (\$1,500.00) receipt of which is hereby acknowledged by the Seller ("Down Payment"). The Down Payment shall be refunded to Buyer only in the event the Property is not conveyed to Buyer due to Seller's inability to convey the Property.

B) The remaining balance of Thirteen Thousand Seven Hundred and NO/100 Dollars (\$13,700.00) to be paid in full on October 20, 2008, which is one business day prior to the conveyance of the Property in accordance with Section 4.

Payments shall be made by certified check payable to the County of Los Angeles.

3. Costs. All costs and expenses related to this transaction shall be paid by Buyer, including, but not limited to, the cost of a title insurance policy, and all documentary transfer taxes and document drafting, recording and any other miscellaneous charges and fees. In the event any cost or expense is paid by Seller, Buyer shall immediately upon Seller's request remit a check payable to the County of Los Angeles in an amount equal to such costs and expenses.

4. Conveyance and Closing Date. Seller shall convey the Property to Buyer by quitclaim deed ("Deed"), subject to:

A) All taxes, interest, penalties, and assessments of record assessed but not yet due, if any;

B) Covenants, conditions, restrictions, reservations, easements,

licenses, rights, and rights-of-way of record; and

C) The following restrictions:

- i) At no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;
- ii) The Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction as that term is defined herein;
- iii) At no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;
- iv) Any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts, such as tennis courts, is expressly prohibited by this language;
- v) Except as provided in subsection (b) below, fences higher than six feet shall not be installed on any part of the Property;
- vi) The Property, along with property currently owned by Buyer and described in Exhibit B ("Buyer's Property") attached hereto and incorporated herein by reference, will be held as one parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for this subsection vi, Buyer's Property shall not be subject to any of the use restrictions contained in this Agreement;
- vii) The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and
- viii) In the event that Seller determines that these restrictions are not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have thirty (30) days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be

cured within such thirty (30) day period, and such cure is commenced within such thirty (30) day period and thereafter diligently prosecuted to completion, additional time to cure as determined by the County will be allowed. If the Default Condition is not so cured, then all right, title, and interest in and to the Property shall revert back to Seller without further action by Seller. The record owner shall relinquish possession and execute a quitclaim deed conveying the Property to Seller upon request. In no event shall Seller have the right to take title to the Buyer's Property.

The defined terms are as follows:

- (a) Habitable Structures is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including, but not limited to, (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves, or other equipment for the purpose of preparing food; and (2) bathroom facilities including toilets, sinks, tubs, and showers.
 - (b) Fire Break Construction is defined as construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within five (5) feet of the nearest property line of the Property
- D. Seller's reservation to itself and exception from the conveyance contemplated herein of all oil, gas, hydrocarbons, or other minerals in and under the Property, without the use of the surface or subsurface, to a depth of five hundred (500) feet, measured vertically, from the surface of the Property.
- E. Seller shall convey the Property on or before the later of (i) October 21, 2008, or (ii) a date occurring fifteen (15) days after the date the County of Los Angeles Board of Supervisors approves the sale of the Property.

In satisfaction of item C) vi) above, Buyer agrees to execute the Covenant and Agreement to Hold Property as One Parcel, attached hereto as Exhibit C and incorporated herein by reference.

5. Title. Buyer understands that the Property is being sold without any warranty regarding the condition of title to the Property; Buyer accepts all matters of record and understands that Seller will not provide a policy of title insurance and makes no representations or warranties as to condition of title. Seller recommends that Buyer retain, at Buyer's sole cost and expense, a licensed title company to issue a policy of title insurance. Buyer agrees that the condition of title shall not be cause for Buyer's

cured within such thirty (30) day period, and such cure is commenced within such thirty (30) day period and thereafter diligently prosecuted to completion, additional time to cure as determined by the County will be allowed. If the Default Condition is not so cured, then all right, title, and interest in and to the Property shall revert back to Seller without further action by Seller. The record owner shall relinquish possession and execute a quitclaim deed conveying the Property to Seller upon request. In no event shall Seller have the right to take title to the Buyer's Property.

The defined terms are as follows:

- (a) Habitable Structures is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including, but not limited to, (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves, or other equipment for the purpose of preparing food; and (2) bathroom facilities including toilets, sinks, tubs, and showers.
 - (b) Fire Break Construction is defined as construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within five (5) feet of the nearest property line of the Property
- D. Seller's reservation to itself and exception from the conveyance contemplated herein of all oil, gas, hydrocarbons, or other minerals in and under the Property, without the use of the surface or subsurface, to a depth of five hundred (500) feet, measured vertically, from the surface of the Property.
- E. Seller shall convey the Property on or before the later of (i) June 26, 2007, or (ii) a date occurring fifteen (15) days after the date the County of Los Angeles Board of Supervisors approves the sale of the Property.

In satisfaction of item C) vi) above, Buyer agrees to execute the Covenant and Agreement to Hold Property as One Parcel, attached hereto as Exhibit C and incorporated herein by reference.

5. Title. Buyer understands that the Property is being sold without any warranty regarding the condition of title to the Property; Buyer accepts all matters of record and understands that Seller will not provide a policy of title insurance and makes no representations or warranties as to condition of title. Seller recommends that Buyer retain, at Buyer's sole cost and expense, a licensed title company to issue a policy of title insurance. Buyer agrees that the condition of title shall not be cause for Buyer's

cancellation of this Agreement and in the event Buyer cancels the sale because of problems related to title, then Seller shall retain the Down Payment.

6. Recording. Upon execution of this Agreement, Seller shall prepare the Deed indicating title to the Property to be vested in the name of the Buyer as follows: Lang-Wisdom Family Trust Agreement dated January 25, 2000, Ranier Lang and Joyce Wisdom, Trustees and shall cause the Deed to be recorded in the official records of the Los Angeles County Recorder.

7. Delivery of Deed. Seller shall transmit to Buyer a copy of the Deed stamped by the Recorder, the original of which shall be mailed to the Buyer by the Recorder at the address for notice to Buyer pursuant to Section 13 hereof.

8. Condition of the Property.

- A. Buyer acknowledges that Buyer is purchasing the Property "as is," solely in reliance on Buyer's own investigation, and that no representation or warranty of any kind whatsoever, express or implied, has been made by Seller or Seller's agents. Any information given or disclosure made to Buyer by Seller or Seller's agents concerning the Property shall not constitute a representation or warranty made by Seller. Buyer has been given the full opportunity to inspect the Property prior to execution of this Agreement. Buyer shall assume the cost and expense for the removal of all contaminated materials, toxic or hazardous substances, and asbestos, if any, on the Property.
- B. Seller has disclosed to Buyer the following information that impacts Buyer's use of the Property: None, other than as set forth herein. Such disclosures are not exhaustive and do not imply that no other conditions impact Buyer's use of, or the value of the Property or that other conditions are not known to Seller.
- C. Buyer also acknowledges that it is aware of all zoning regulations, other governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Property, and Buyer agrees to purchase the Property in said condition.
- D. Buyer waives any and all claims, and agrees to indemnify, defend, save and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents, from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever.

9. Possession/Risk of Loss. All risk of loss or damage with respect to the Property shall pass from Seller to Buyer upon recordation of the Deed.

10. Brokerage Commission. Buyer and Seller hereby acknowledge and

represent that there are no broker's commission or finder's fees due in connection with the transaction contemplated by this Agreement. Each party shall indemnify and hold the other party harmless from any claim of any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of either party with respect to the transaction contemplated hereunder.

11. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or agreements made or purported to be executed or made between the parties prior to the date hereof, the provisions contained in this Agreement shall in all instances govern and prevail.

12. Assignment. This Agreement is not assignable. Buyer shall not assign or attempt to assign this Agreement, or any rights hereunder, to any other person or entity. Any such assignment or purported assignment shall be null and void, and of no force and effect whatsoever.

13. Notices. All notices, demands, and requests required or desired to be given pursuant to this Agreement by either party shall be sent by United States Mail, registered or certified, postage prepaid, and addressed to the parties as follows:

Seller: County of Los Angeles
Chief Executive Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea, Manager
Property Management

Buyer: Ranier Lang, Trustee
Joyce Wisdom, Trustee
Lang-Wisdom Family Trust Agreement dated January 25, 2000
21144 Hillside Drive
Topanga, CA 90290

Notices, demands, and requests served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement at the time the notice, demand, or request is postmarked to the addresses shown above.

14. Time is of the Essence. Time is of the essence for each and every term, condition, covenant, obligation, and provision of this Agreement.

15. Seller's Remedies. In the event of Buyer's failure to consummate the transaction contemplated by this Agreement, Seller shall have all remedies in law and equity, and shall be entitled to enforce this Agreement and to obtain the benefit of the bargain contained herein. The retention by Seller of the Down Payment to set off such consequential damages based on the cost to the Seller of the sale shall not be deemed a waiver or relinquishment of any other remedies.

THE DOWN PAYMENT SHALL BE RETAINED BY SELLER, IN THE EVENT OF BUYER'S FAILURE TO CONSUMMATE THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT, TO COMPENSATE SELLER FOR THE COST ASSOCIATED WITH NEGOTIATING, OBTAINING BOARD OF SUPERVISOR APPROVAL AND ENTERING INTO THIS AGREEMENT, WHICH AMOUNT SHALL BE PRESUMED TO BE A REASONABLE ESTIMATE OF THE AMOUNT OF ACTUAL CONSEQUENTIAL DAMAGES SUSTAINED BY SELLER BECAUSE OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY. SELLER HAS AUDITED ITS HISTORIC COSTS OF CONDUCTING NEGOTIATIONS, OBTAINING BOARD OF SUPERVISOR APPROVAL AND ENTERING INTO THIS AGREEMENT AND HAS DETERMINED THAT SUCH COSTS EXCEED TWENTY FIVE THOUSAND DOLLARS (\$25,000). AS SUCH, BUYER AND SELLER AGREE THAT SELLER'S RETENTION OF THE DOWN PAYMENT IS PARTICULARLY APPROPRIATE FOR THIS TRANSACTION; THAT THE AMOUNT OF THE DOWN PAYMENT IS INSUFFICIENT TO COVER SELLER'S COST OF THIS TRANSACTION; AND AGREE THAT THE DOWN PAYMENT SHALL BE RETAINED BY SELLER, TOGETHER WITH ALL REMEDIES AT LAW OR IN EQUITY TO OTHERWISE ENFORCE THIS AGREEMENT AND OBTAIN THE BENEFIT OF THE BARGAIN, IN THE EVENT OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY. SELLER'S OTHER REMEDIES SHALL INCLUDE, WITHOUT LIMITATION, TO SUE FOR THE EXCESS, IF ANY, WHICH WOULD HAVE BEEN DUE TO THE SELLER UNDER THIS AGREEMENT OVER THE VALUE OF THE PROPERTY TO SELLER, PLUS INTEREST, OR TO SUE FOR SPECIFIC PERFORMANCE.

Seller's Initials _____

Buyer's Initials RP

Buyer's Initials JW

16. County Lobbyist Ordinance. Buyer is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate this Agreement.

17. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.

18. Binding on Successors. Subject to the limitations set forth herein, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

19. California Law. This Agreement shall be construed in accordance with the internal laws of the State of California.

20. Waivers. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.

21. Captions. The captions and the section and subsection numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.

22. No Presumption Re: Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

23. Assistance of Counsel. Each party hereto either had the assistance of counsel or had counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.

24. Required Actions of Buyer and Seller. Buyer and Seller agree to execute all such instruments and documents and to take all action as may be required in order to consummate the purchase and sale herein contemplated.

25. Power and Authority. The Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

26. Survival of Covenants. The covenants, agreements, representations, and warranties made herein are intended to survive the consummation of the sale of the Property and recordation of the Deed.

27. Interpretation. Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

28. Entire Agreement. This Agreement contains the entire agreement between the parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Seller and Buyer.

IN WITNESS HEREOF, the parties have executed this Agreement as of the day and year first written above.

BUYER

Lang-Wisdom Family Trust
Agreement dated January 25, 2000

By: Ranier Lang, TTEE
Ranier Lang, Trustee

Joyce Wisdom, TTEE
Joyce Wisdom, Trustee

Upon approval of this Agreement, a signed copy will be mailed to Buyer.

SELLER

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

Sachi A. Hamai
Executive Officer, Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.

By Stephanie Brody
Stephanie Brody, Senior Associate

EXHIBIT A
LEGAL DESCRIPTION
PROPERTY TO BE ACQUIRED

APN: 4440-021-900 (PORTION), 4440-023-900 (PORTION)

LOTS 195, 235, 236, 237, 238, 239, 242 OF TRACT NO. 6943 IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 105, PAGES 74 TO 82 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.

EXHIBIT B
PROPERTY CURRENTLY OWNED BY BUYER

APN: 4440-022-007

LOTS 191, 192, 193, 194, 203, 204, AND 205 OF TRACT NO. 6943 IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 105, PAGES 74 TO 82 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.

Exhibit C

RECORDING REQUESTED BY & MAIL TO

County of Los Angeles
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL

The undersigned hereby certify that they are the owner of the real property described below located in the Topanga area of the Unincorporated County of Los Angeles, State of California that is legally described as follows:

PARCEL A

LOTS 195, 235, 236, 237, 238, 239, 242 OF TRACT NO. 6943 IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 105, PAGES 74 TO 82 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.

PARCEL B

LOTS 191, 192, 193, 194, 203, 204, AND 205 OF TRACT NO. 6943 IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 105, PAGES 74 TO 82 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA, referred to as Buyer's Property in Deed from County of Los Angeles recorded concurrently herewith.

This property is located at and is known by the following address and Assessor Parcel Numbers (APN): 21144 Hillside Drive, Topanga, also identified as APN: 4440-022-007, 4440-021-900 (PORTION), and 4440-023-900 (PORTION)

We hereby agree and covenant with the County of Los Angeles that the above legally described real property shall be merged and held as one parcel and no portion shall be sold separately.

This covenant and agreement is executed for the purpose of prohibiting the further subdivision of the land described herein.

This covenant and agreement shall run with all the above described land and shall be binding upon ourselves, and future owners, encumbrancers, their successors, heirs, or assignees and shall continue in effect in perpetuity.

Agreed to:

Ranier Lang and Joyce Wisdom, Trustees of the Lang-Wisdom Family Trust Agreement dated January 25, 2000

Ranier Lang, Trustee

Joyce Wisdom, Trustee

Notary Page for Covenant and Agreement to Hold Property As One Parcel

State of _____ }
County of _____ }

On _____ before me, _____, a notary

public, personally appeared _____
personally known to me (or proved to me on the basis of satisfactory evidence) to be
the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2008 by and between the **COUNTY OF LOS ANGELES** ("Seller"), and Morgan Runyon and Frances McGivern ("Buyer"). Based upon the mutual consideration provided for herein, Seller and Buyer agree as follows:

1. Sale and Purchase. Seller is the owner of certain real property adjoining 20720 Cheney Drive, in the Topanga area of unincorporated County of Los Angeles, State of California and legally described in Exhibit A, attached hereto and incorporated herein by reference ("Property"). Seller desires to sell the Property, and convey it to Buyer, and Buyer desires to purchase the Property and accept it from Seller, for the consideration and on the terms and conditions hereinafter set forth.

2. Purchase Price. The purchase price ("Purchase Price") for the Property is Thirty Five Thousand One Hundred Sixty Five and NO/100 Dollars (\$35,165.00), payable by Buyer to Seller as follows:

A. Three Thousand Five Hundred Sixteen and 50/100 Dollars (\$3,516.50) receipt of which is hereby acknowledged by the Seller ("Down Payment"). The Down Payment shall be refunded to Buyer only in the event the Property is not conveyed to Buyer due to Seller's inability to convey the Property.

B. The remaining balance of Thirty One Thousand Six Hundred Forty Eight and 50/100 Dollars (\$31,648.50) to be paid in full on October 20, 2008, which is one business day prior to the conveyance of the Property in accordance with Section 4.

Payments shall be made by certified check payable to the County of Los Angeles.

3. Costs. All costs and expenses related to this transaction shall be paid by Buyer, including, but not limited to, the cost of a title insurance policy, and all documentary transfer taxes and document drafting, recording and any other miscellaneous charges and fees. In the event any cost or expense is paid by Seller, Buyer shall immediately upon Seller's request remit a check payable to the County of Los Angeles in an amount equal to such costs and expenses.

4. Conveyance and Closing Date. Seller shall convey the Property to Buyer by quitclaim deed ("Deed"), subject to:

A. All taxes, interest, penalties, and assessments of record assessed but not yet due, if any;

B. Covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record, if any; and

C. The following restrictions:

- i. At no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;
- ii. The Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction as that term is defined herein;
- iii. At no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;
- iv. Any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts, such as tennis courts, is expressly prohibited by this language;
- v. Except as provided in subsection (b) below, fences higher than six feet shall not be installed on any part of the Property;
- vi. The Property, along with property currently owned by Buyer and described in Exhibit B ("Buyer's Property") attached hereto and incorporated herein by reference, will be held as one parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for subsection vi, Buyer's Property shall not be subject to any of the use restrictions contained in this Agreement;
- vii. The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and
- viii. In the event that Seller determines that these restrictions are not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have thirty (30) days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within the thirty (30) day period described above, and

such cure is commenced within such thirty (30) day period and thereafter diligently prosecuted to completion, additional time to cure, as determined by the County, will be allowed. If the Default Condition is not so cured, then all right, title, and interest in and to the Property shall revert back to Seller without further action by Seller. The record owner shall relinquish possession and execute a quitclaim deed conveying the Property to Seller upon request. In no event shall Seller have the right to take title to the Buyer's Property.

The defined terms are as follows:

- a. Habitable Structures is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including, but not limited to, (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves, or other equipment for the purpose of preparing food; and (2) bathroom facilities including toilets, sinks, tubs, and showers.
 - b. Fire Break Construction is defined as construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within five (5) feet of the nearest property line of the Property
- D. Seller's reservation to itself and exception from the conveyance contemplated herein of all oil, gas, hydrocarbons, or other minerals in and under the Property, without the use of the surface or subsurface, to a depth of five hundred (500) feet, measured vertically, from the surface of the Property.
- E. Seller shall convey the Property on or before the later of (i) October, 21, 2008, or (ii) a date occurring fifteen (15) days after the date the County of Los Angeles Board of Supervisors approves the sale of the Property.

In satisfaction of item C.vi. above, Buyer agrees to execute the Covenant and Agreement to Hold Property as One Parcel, attached hereto as Exhibit C and incorporated herein by reference.

5. Title. Buyer understands that the Property is being sold without any warranty regarding the condition of title to the Property; Buyer accepts all matters of record and understands that Seller will not provide a policy of title insurance and makes no representations or warranties as to condition of title. Seller recommends that Buyer retain, at Buyer's sole cost and expense, a licensed title company to issue a policy of

title insurance. Buyer agrees that the condition of title shall not be cause for Buyer's cancellation of this Agreement and in the event Buyer cancels the sale because of problems related to title, then Seller shall retain the Down Payment.

6. Recording. Seller shall prepare the Deed indicating title to the Property to be vested in the name of the Buyer as follows: Morgan Runyon and Frances McGivern, husband and wife as community property with rights of survivorship, and shall cause the Deed to be recorded in the official records of the Los Angeles County Recorder.

7. Delivery of Deed. Seller shall transmit to Buyer a copy of the Deed stamped by the Recorder, the original of which shall be mailed to the Buyer by the Recorder at the address for notice to Buyer pursuant to Section 13 hereof.

8. Condition of the Property.

- A. Buyer acknowledges that Buyer is purchasing the Property "as is," solely in reliance on Buyer's own investigation, and that no representation or warranty of any kind whatsoever, express or implied, has been made by Seller or Seller's agents. Any information given or disclosure made to Buyer by Seller or Seller's agents concerning the Property shall not constitute a representation or warranty made by Seller. Buyer has been given the full opportunity to inspect the Property prior to execution of this Agreement. Buyer shall assume the cost and expense for the removal of all contaminated materials, toxic or hazardous substances, and asbestos, if any, on the Property.
- B. Seller has disclosed to Buyer the following information that impacts Buyer's use of the Property: None, other than as set forth herein. Such disclosures are not exhaustive and do not imply that no other conditions impact Buyer's use of, or the value of the Property or that other conditions are not known to Seller.
- C. Buyer also acknowledges that it is aware of all zoning regulations, other governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Property, and Buyer agrees to purchase the Property in said condition.
- D. Buyer waives any and all claims, and agrees to indemnify, defend, save, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents, from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever.

9. Possession/Risk of Loss. All risk of loss or damage with respect to the Property shall pass from Seller to Buyer upon recordation of the Deed.

10. Brokerage Commission. Buyer and Seller hereby acknowledge and

represent that there are no broker's commission or finder's fees due in connection with the transaction contemplated by this Agreement. Each party shall indemnify and hold the other party harmless from any claim of any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of either party with respect to the transaction contemplated hereunder.

11. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or agreements made or purported to be executed or made between the parties prior to the date hereof, the provisions contained in this Agreement shall in all instances govern and prevail.

12. Assignment. This Agreement is not assignable. Buyer shall not assign or attempt to assign this Agreement, or any rights hereunder, to any other person or entity. Any such assignment or purported assignment shall be null and void, and of no force and effect whatsoever.

13. Notices. All notices, demands, and requests required or desired to be given pursuant to this Agreement by either party shall be sent by United States Mail, registered or certified, postage prepaid, and addressed to the parties as follows:

Seller: County of Los Angeles
Chief Executive Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: William L. Dawson
Acting Director of Real Estate

Buyer: Morgan Runyon and Frances McGivern
20720 Cheney Drive
Topanga, CA 90290

Notices, demands, and requests served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement at the time the notice, demand, or request is postmarked to the addresses shown above.

14. Time is of the Essence. Time is of the essence for each and every term, condition, covenant, obligation, and provision of this Agreement.

15. Seller's Remedies. In the event of Buyer's failure to consummate the transaction contemplated by this Agreement, Seller shall have all remedies in law and equity, and shall be entitled to enforce this Agreement and to obtain the benefit of the bargain contained herein. The retention by Seller of the Down Payment to set off such consequential damages based on the cost to the Seller of the sale shall not be deemed a waiver or relinquishment of any other remedies.

THE DOWN PAYMENT SHALL BE RETAINED BY SELLER, IN THE EVENT OF BUYER'S FAILURE TO CONSUMMATE THE TRANSACTION CONTEMPLATED BY

THIS AGREEMENT, TO COMPENSATE SELLER FOR THE COST ASSOCIATED WITH NEGOTIATING, OBTAINING BOARD OF SUPERVISOR APPROVAL AND ENTERING INTO THIS AGREEMENT. THE DOWN PAYMENT AMOUNT SHALL BE PRESUMED TO BE A REASONABLE ESTIMATE OF THE AMOUNT OF ACTUAL CONSEQUENTIAL DAMAGES SUSTAINED BY SELLER BECAUSE OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY. SELLER HAS AUDITED ITS HISTORIC COSTS OF CONDUCTING NEGOTIATIONS, OBTAINING BOARD OF SUPERVISOR APPROVAL AND ENTERING INTO THIS AGREEMENT AND HAS DETERMINED THAT SUCH COSTS EXCEED TWENTY FIVE THOUSAND DOLLARS (\$25,000). AS SUCH, IN THE EVENT OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY, BUYER AND SELLER AGREE AS FOLLOWS: (1) THAT SELLER'S RETENTION OF THE DOWN PAYMENT IS PARTICULARLY APPROPRIATE FOR THIS TRANSACTION; (2) THAT THE AMOUNT OF THE DOWN PAYMENT IS INSUFFICIENT TO COVER SELLER'S COST OF THIS TRANSACTION; AND (3) THAT THE DOWN PAYMENT SHALL BE RETAINED BY SELLER, TOGETHER WITH ALL REMEDIES AT LAW OR IN EQUITY TO OTHERWISE ENFORCE THIS AGREEMENT AND OBTAIN THE BENEFIT OF THE BARGAIN. SELLER'S OTHER REMEDIES SHALL INCLUDE, WITHOUT LIMITATION, THE RIGHT TO SUE FOR THE EXCESS, IF ANY, WHICH WOULD HAVE BEEN DUE TO THE SELLER UNDER THIS AGREEMENT OVER THE VALUE OF THE PROPERTY TO SELLER, PLUS INTEREST, OR THE RIGHT TO SUE FOR SPECIFIC PERFORMANCE OF THIS AGREEMENT.

Seller's Initials _____

Buyer's Initials

Buyer's Initials

16. County Lobbyist Ordinance. Buyer is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate this Agreement.

17. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.

18. Binding on Successors. Subject to the limitations set forth herein, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

19. Governing Law and Forum. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation

with respect to this Agreement shall be conducted in the courts of the County of Los Angeles, State of California.

20. Waivers. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.

21. Captions. The captions and the section and subsection numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.

22. No Presumption Re: Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

23. Assistance of Counsel. Each party hereto either had the assistance of counsel or had counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.

24. Required Actions of Buyer and Seller. Buyer and Seller agree to execute all such instruments and documents and to take all action as may be required in order to consummate the purchase and sale herein contemplated.

25. Power and Authority. The Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

26. Survival of Covenants. The covenants, agreements, representations, and warranties made herein are intended to survive the consummation of the sale of the Property and recordation of the Deed.

27. Interpretation. Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

28. Entire Agreement. This Agreement contains the entire agreement between the parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Seller and Buyer.

IN WITNESS HEREOF, the parties have executed this Agreement as of the day and year first written above.

BUYER

Morgan Runyon and Frances McGivern

By: 

Morgan Runyon

By: 

Frances McGivern

Upon approval of this Agreement, a signed copy will be mailed to Buyer.

SELLER

COUNTY OF LOS ANGELES

By _____

Chair, Board of Supervisors

ATTEST:

Sachi A. Hamai
Executive Officer, Clerk of the Board of Supervisors

By _____

Deputy

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.

By 

Deputy

EXHIBIT A
LEGAL DESCRIPTION
PROPERTY TO BE ACQUIRED

APN: 4441-005-905 (PORTION)

That portion of Lot 8 of Tract No. 3729 as per map recorded in Book 41, pages 17 to 20 of Maps, recorded with the Registrar-Recorder of Los Angeles County described as follows:

Lots 41, 42, 43, 44, 45, 46, 47, 48, 50, 51, and 52 as shown on Record of Survey Map filed in Book 44, pages 36 and 37 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

EXHIBIT B
LEGAL DESCRIPTION
PROPERTY CURRENTLY OWNED BY BUYER

APN: 4441-005-012, 4441-005-013, 4441-005-014, 4441-005-021

That portion of Lot 8 of Tract No. 3729 as per map recorded in Book 41, pages 17 to 20 of Maps, recorded with the Registrar-Recorder of Los Angeles County described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 49, 109, 131, 132, 133, 134, 135, 136, 157, 158, 159, 160, 161, and 162 as shown on Record of Survey Map filed in Book 44, pages 36 and 37 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

EXHIBIT C

RECORDING REQUESTED BY & MAIL TO

County of Los Angeles .
222 South Hill Street, 3rd Floor .
Los Angeles, CA 90012 .
Attention: William L. Dawson .

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL

The undersigned hereby certify that they are the owner of the real property described below located in the Topanga area of the Unincorporated County of Los Angeles, State of California that is legally described as follows:

Parcel A

That portion of Lot 8 of Tract No. 3729 as per map recorded in Book 41, pages 17 to 20 of Maps, recorded with the Registrar-Recorder of Los Angeles County described as follows:

Lots 41, 42, 43, 44, 45, 46, 47, 48, 50, 51, and 52 as shown on Record of Survey Map filed in Book 44, pages 36 and 37 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

Parcel B

That portion of Lot 8 of Tract No. 3729 as per map recorded in Book 41, pages 17 to 20 of Maps, recorded with the Registrar-Recorder of Los Angeles County described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 49, 109, 131, 132, 133, 134, 135, 136, 157, 158, 159, 160, 161, 162, as shown on Record of Survey Map filed in Book 44, pages 36 and 37 of Records of Survey in the Office of the County Recorder of the County of Los Angeles, referred to as Buyer's Property in Deed from County of Los Angeles recorded concurrently herewith.

This property is located at and is known by the following address and Assessor Parcel Numbers (APN):
APN: 4441-005-905 (PORTION), 4441-005-021, 4441-005-012, 4441-005-013, and 4441-005-014
located adjacent to 20720 Cheney Drive, Topanga, CA 90290.

We hereby agree and covenant with the County of Los Angeles that the above legally described real property shall be merged and held as one parcel and no portion shall be sold separately.

This covenant and agreement is executed for the purpose of prohibiting the further subdivision of the land

described herein.

This covenant and agreement shall run with all the above described land and shall be binding upon ourselves, and future owners, encumbrancers, their successors, heirs, or assignees and shall continue in effect in perpetuity.

Agreed to:

Morgan Runyon

Frances McGivern

Notary Page for Covenant and Agreement to Hold Property As One Parcel

State of _____ }
County of _____ }

On _____ before me, _____,
a Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2008 by and between the **COUNTY OF LOS ANGELES** ("Seller"), and William J. Buerge ("Buyer"). Based upon the mutual consideration provided for herein, Seller and Buyer agree as follows:

1. Sale and Purchase. Seller is the owner of certain real property adjoining Cheney Drive, in the Topanga area of unincorporated County of Los Angeles, State of California and legally described in Exhibit A, attached hereto and incorporated herein by reference ("Property"). Seller desires to sell the Property, and convey it to Buyer, and Buyer desires to purchase the Property and accept it from Seller, for the consideration and on the terms and conditions hereinafter set forth.

2. Purchase Price. The purchase price ("Purchase Price") for the Property is Seven Thousand Thirty Two and NO/100 Dollars (\$7,032.00), payable by Buyer to Seller as follows:

A. Seven Hundred Three and 20/100 Dollars (\$703.20) receipt of which is hereby acknowledged by the Seller ("Down Payment"). The Down Payment shall be refunded to Buyer only in the event the Property is not conveyed to Buyer due to Seller's inability to convey the Property.

B. The remaining balance of Six Thousand Three Hundred Twenty Eight and 80/100 Dollars (\$6,328.80) to be paid in full on October 20, 2008, which is one business day prior to the conveyance of the Property in accordance with Section 4.

Payments shall be made by certified check payable to the County of Los Angeles.

3. Costs. All costs and expenses related to this transaction shall be paid by Buyer, including, but not limited to, the cost of a title insurance policy, and all documentary transfer taxes and document drafting, recording and any other miscellaneous charges and fees. In the event any cost or expense is paid by Seller, Buyer shall immediately upon Seller's request remit a check payable to the County of Los Angeles in an amount equal to such costs and expenses.

4. Conveyance and Closing Date. Seller shall convey the Property to Buyer by quitclaim deed ("Deed"), subject to:

- A. All taxes, interest, penalties, and assessments of record assessed but not yet due, if any;
- B. Covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record, if any; and

C. The following restrictions:

- i. At no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;
- ii. The Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction as that term is defined herein;
- iii. At no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;
- iv. Any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts, such as tennis courts, is expressly prohibited by this language;
- v. Except as provided in subsection (b) below, fences higher than six feet shall not be installed on any part of the Property;
- vi. The Property, along with property currently owned by Buyer and described in Exhibit B ("Buyer's Property") attached hereto and incorporated herein by reference, will be held as one parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for subsection vi, Buyer's Property shall not be subject to any of the use restrictions contained in this Agreement;
- vii. The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and
- viii. In the event that Seller determines that these restrictions are not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have thirty (30) days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within the thirty (30) day period described above, and such cure is commenced within such thirty (30) day period

and thereafter diligently prosecuted to completion, additional time to cure, as determined by the County, will be allowed. If the Default Condition is not so cured, then all right, title, and interest in and to the Property shall revert back to Seller without further action by Seller. The record owner shall relinquish possession and execute a quitclaim deed conveying the Property to Seller upon request. In no event shall Seller have the right to take title to the Buyer's Property.

The defined terms are as follows:

- a. Habitable Structures is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including, but not limited to, (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves, or other equipment for the purpose of preparing food; and (2) bathroom facilities including toilets, sinks, tubs, and showers.
 - b. Fire Break Construction is defined as construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within five (5) feet of the nearest property line of the Property
- D. Seller's reservation to itself and exception from the conveyance contemplated herein of all oil, gas, hydrocarbons, or other minerals in and under the Property, without the use of the surface or subsurface, to a depth of five hundred (500) feet, measured vertically, from the surface of the Property.
- E. Seller shall convey the Property on or before the later of (i) October, 21, 2008, or (ii) a date occurring fifteen (15) days after the date the County of Los Angeles Board of Supervisors approves the sale of the Property.

In satisfaction of item C.vi. above, Buyer agrees to execute the Covenant and Agreement to Hold Property as One Parcel, attached hereto as Exhibit C and incorporated herein by reference.

5. Title. Buyer understands that the Property is being sold without any warranty regarding the condition of title to the Property; Buyer accepts all matters of record and understands that Seller will not provide a policy of title insurance and makes no representations or warranties as to condition of title. Seller recommends that Buyer retain, at Buyer's sole cost and expense, a licensed title company to issue a policy of title insurance. Buyer agrees that the condition of title shall not be cause for Buyer's

cancellation of this Agreement and in the event Buyer cancels the sale because of problems related to title, then Seller shall retain the Down Payment.

6. Recording. Seller shall prepare the Deed indicating title to the Property to be vested in the name of the Buyer as follows: William J. Buerge, and shall cause the Deed to be recorded in the official records of the Los Angeles County Recorder.

7. Delivery of Deed. Seller shall transmit to Buyer a copy of the Deed stamped by the Recorder, the original of which shall be mailed to the Buyer by the Recorder at the address for notice to Buyer pursuant to Section 13 hereof.

8. Condition of the Property.

- A. Buyer acknowledges that Buyer is purchasing the Property "as is," solely in reliance on Buyer's own investigation, and that no representation or warranty of any kind whatsoever, express or implied, has been made by Seller or Seller's agents. Any information given or disclosure made to Buyer by Seller or Seller's agents concerning the Property shall not constitute a representation or warranty made by Seller. Buyer has been given the full opportunity to inspect the Property prior to execution of this Agreement. Buyer shall assume the cost and expense for the removal of all contaminated materials, toxic or hazardous substances, and asbestos, if any, on the Property.
- B. Seller has disclosed to Buyer the following information that impacts Buyer's use of the Property: None, other than as set forth herein. Such disclosures are not exhaustive and do not imply that no other conditions impact Buyer's use of, or the value of the Property or that other conditions are not known to Seller.
- C. Buyer also acknowledges that it is aware of all zoning regulations, other governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Property, and Buyer agrees to purchase the Property in said condition.
- D. Buyer waives any and all claims, and agrees to indemnify, defend, save, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents, from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever.

9. Possession/Risk of Loss. All risk of loss or damage with respect to the Property shall pass from Seller to Buyer upon recordation of the Deed.

10. Brokerage Commission. Buyer and Seller hereby acknowledge and represent that there are no broker's commission or finder's fees due in connection with the transaction contemplated by this Agreement. Each party shall indemnify and hold

the other party harmless from any claim of any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of either party with respect to the transaction contemplated hereunder.

11. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or agreements made or purported to be executed or made between the parties prior to the date hereof, the provisions contained in this Agreement shall in all instances govern and prevail.

12. Assignment. This Agreement is not assignable. Buyer shall not assign or attempt to assign this Agreement, or any rights hereunder, to any other person or entity. Any such assignment or purported assignment shall be null and void, and of no force and effect whatsoever.

13. Notices. All notices, demands, and requests required or desired to be given pursuant to this Agreement by either party shall be sent by United States Mail, registered or certified, postage prepaid, and addressed to the parties as follows:

Seller: County of Los Angeles
Chief Executive Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: William L. Dawson
Acting Director of Real Estate

Buyer: William J. Buerge
20422 Callon Drive
Topanga, CA 90290

Notices, demands, and requests served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement at the time the notice, demand, or request is postmarked to the addresses shown above.

14. Time is of the Essence. Time is of the essence for each and every term, condition, covenant, obligation, and provision of this Agreement.

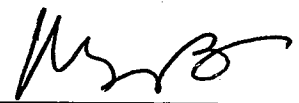
15. Seller's Remedies. In the event of Buyer's failure to consummate the transaction contemplated by this Agreement, Seller shall have all remedies in law and equity, and shall be entitled to enforce this Agreement and to obtain the benefit of the bargain contained herein. The retention by Seller of the Down Payment to set off such consequential damages based on the cost to the Seller of the sale shall not be deemed a waiver or relinquishment of any other remedies.

THE DOWN PAYMENT SHALL BE RETAINED BY SELLER, IN THE EVENT OF BUYER'S FAILURE TO CONSUMMATE THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT, TO COMPENSATE SELLER FOR THE COST ASSOCIATED WITH NEGOTIATING, OBTAINING BOARD OF SUPERVISOR APPROVAL AND

ENTERING INTO THIS AGREEMENT. THE DOWN PAYMENT AMOUNT SHALL BE PRESUMED TO BE A REASONABLE ESTIMATE OF THE AMOUNT OF ACTUAL CONSEQUENTIAL DAMAGES SUSTAINED BY SELLER BECAUSE OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY. SELLER HAS AUDITED ITS HISTORIC COSTS OF CONDUCTING NEGOTIATIONS, OBTAINING BOARD OF SUPERVISOR APPROVAL AND ENTERING INTO THIS AGREEMENT AND HAS DETERMINED THAT SUCH COSTS EXCEED TWENTY FIVE THOUSAND DOLLARS (\$25,000). AS SUCH, IN THE EVENT OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY, BUYER AND SELLER AGREE AS FOLLOWS: (1) THAT SELLER'S RETENTION OF THE DOWN PAYMENT IS PARTICULARLY APPROPRIATE FOR THIS TRANSACTION; (2) THAT THE AMOUNT OF THE DOWN PAYMENT IS INSUFFICIENT TO COVER SELLER'S COST OF THIS TRANSACTION; AND (3) THAT THE DOWN PAYMENT SHALL BE RETAINED BY SELLER, TOGETHER WITH ALL REMEDIES AT LAW OR IN EQUITY TO OTHERWISE ENFORCE THIS AGREEMENT AND OBTAIN THE BENEFIT OF THE BARGAIN. SELLER'S OTHER REMEDIES SHALL INCLUDE, WITHOUT LIMITATION, THE RIGHT TO SUE FOR THE EXCESS, IF ANY, WHICH WOULD HAVE BEEN DUE TO THE SELLER UNDER THIS AGREEMENT OVER THE VALUE OF THE PROPERTY TO SELLER, PLUS INTEREST, OR THE RIGHT TO SUE FOR SPECIFIC PERFORMANCE OF THIS AGREEMENT.

Seller's Initials _____

Buyer's Initials _____



16. County Lobbyist Ordinance. Buyer is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate this Agreement.

17. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.

18. Binding on Successors. Subject to the limitations set forth herein, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

19. Governing Law and Forum. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Agreement shall be conducted in the courts of the County of Los Angeles, State of California.

20. Waivers. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either

party of the same or any other provision.

21. Captions. The captions and the section and subsection numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.

22. No Presumption Re: Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

23. Assistance of Counsel. Each party hereto either had the assistance of counsel or had counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.

24. Required Actions of Buyer and Seller. Buyer and Seller agree to execute all such instruments and documents and to take all action as may be required in order to consummate the purchase and sale herein contemplated.

25. Power and Authority. The Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

26. Survival of Covenants. The covenants, agreements, representations, and warranties made herein are intended to survive the consummation of the sale of the Property and recordation of the Deed.

27. Interpretation. Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

28. Entire Agreement. This Agreement contains the entire agreement between the parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Seller and Buyer.

IN WITNESS HEREOF, the parties have executed this Agreement as of the day and year first written above.

BUYER

William J. Buerge

By: 

William J. Buerge

Upon approval of this Agreement, a signed copy will be mailed to Buyer.

SELLER

COUNTY OF LOS ANGELES

By _____

Chair, Board of Supervisors

ATTEST:

Sachi A. Hamai
Executive Officer, Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.

By 

Deputy

EXHIBIT A
LEGAL DESCRIPTION
PROPERTY TO BE ACQUIRED

APN: 4441-005-905 (PORTION)

That portion of Lot 8 of Tract No. 3729 as per map recorded in Book 41, pages 7 to 20 of Maps, recorded with the Registrar-Recorder of Los Angeles County described as follows:

Lots 20, 21, and 22 as shown on Record of Survey Map filed in Book 44, pages 36 and 37 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

EXHIBIT B
LEGAL DESCRIPTION
PROPERTY CURRENTLY OWNED BY BUYER

APN: 4441-005-015 and 4441-005-023

That portion of Lot 8 of Tract No. 3729 as per map recorded in Book 41, pages 7 to 20 of Maps, recorded with the Registrar-Recorder of Los Angeles County described as follows:

Lots 17, 18, 19, 39, 40, and 53 as shown on Record of Survey Map filed in Book 44, pages 36 and 37 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

EXHIBIT C

RECORDING REQUESTED BY & MAIL TO

County of Los Angeles
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: William L. Dawson

•
•
•
•
•

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL

The undersigned hereby certify that they are the owner of the real property described below located in the Topanga area of the Unincorporated County of Los Angeles, State of California that is legally described as follows:

Parcel A

That portion of Lot 8 of Tract No. 3729 as per map recorded in Book 41, pages 7 to 20 of Maps, recorded with the Registrar-Recorder of Los Angeles County described as follows:

Lots 20, 21, and 22 as shown on Record of Survey Map filed in Book 44, pages 36 and 37 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

Parcel B

That portion of Lot 8 of Tract No. 3729 as per map recorded in Book 41, pages 7 to 20 of Maps, recorded with the Registrar-Recorder of Los Angeles County described as follows:

Lots 17, 18, 19, 39, 40, and 53 as shown on Record of Survey Map filed in Book 44, pages 36 and 37 of Records of Survey in the Office of the County Recorder of the County of Los Angeles, referred to as Buyer's Property in Deed from County of Los Angeles recorded concurrently herewith.

This property is located at and is known by the following address and Assessor Parcel Numbers (APN):
APN: 4441-005-905 (PORTION), 4441-005-023, and 4441-005-015 located adjacent to Cheney Drive, Topanga, CA 90290.

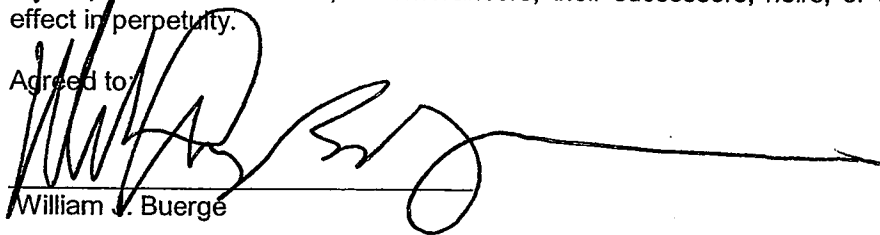
I hereby agree and covenant with the County of Los Angeles that the above legally described real property shall be merged and held as one parcel and no portion shall be sold separately.

This covenant and agreement is executed for the purpose of prohibiting the further subdivision of the land described herein.

This covenant and agreement shall run with all the above described land and shall be binding upon

myself, and future owners, encumbrancers, their successors, heirs, or assignees and shall continue in effect in perpetuity.

Agreed to:

A handwritten signature in black ink, appearing to read 'William V. Buerge', is written over a horizontal line. The signature is stylized with a large, looping 'W' and a long, sweeping horizontal stroke extending to the right.

William V. Buerge

Notary Page for Covenant and Agreement to Hold Property As One Parcel

State of California
County of Los Angeles

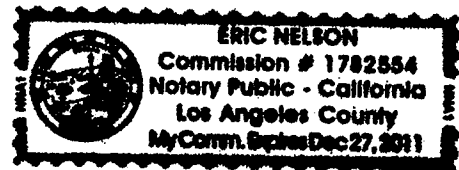
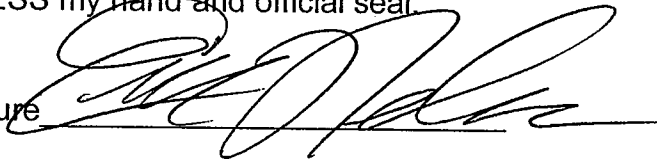
On July 30, 2008 before me, Eric Nelson,
a Notary Public, personally appeared

William T. Boerge
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2008 by and between the **COUNTY OF LOS ANGELES** ("Seller"), and Bill Holt ("Buyer"). Based upon the mutual consideration provided for herein, Seller and Buyer agree as follows:

1. Sale and Purchase. Seller is the owner of certain real property adjoining Cheney Drive, in the Topanga area of unincorporated County of Los Angeles, State of California and legally described in Exhibit A, attached hereto and incorporated herein by reference ("Property"). Seller desires to sell the Property, and convey it to Buyer, and Buyer desires to purchase the Property and accept it from Seller, for the consideration and on the terms and conditions hereinafter set forth.

2. Purchase Price. The purchase price ("Purchase Price") for the Property is Four Thousand Nine Hundred Eighty and NO/100 Dollars (\$4,980.00), payable by Buyer to Seller as follows:

A. Four Hundred Ninety Eight and NO/100 Dollars (\$498.00) receipt of which is hereby acknowledged by the Seller ("Down Payment"). The Down Payment shall be refunded to Buyer only in the event the Property is not conveyed to Buyer due to Seller's inability to convey the Property.

B. The remaining balance of Four Thousand Four Hundred Eighty Two and NO/100 Dollars (\$4,482.00) to be paid in full on October 20, 2008, which is one business day prior to the conveyance of the Property in accordance with Section 4.

Payments shall be made by certified check payable to the County of Los Angeles.

3. Costs. All costs and expenses related to this transaction shall be paid by Buyer, including, but not limited to, the cost of a title insurance policy, and all documentary transfer taxes and document drafting, recording and any other miscellaneous charges and fees. In the event any cost or expense is paid by Seller, Buyer shall immediately upon Seller's request remit a check payable to the County of Los Angeles in an amount equal to such costs and expenses.

4. Conveyance and Closing Date. Seller shall convey the Property to Buyer by quitclaim deed ("Deed"), subject to:

- A. All taxes, interest, penalties, and assessments of record assessed but not yet due, if any;
- B. Covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record, if any; and

C. The following restrictions:

- i. At no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;
- ii. The Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction as that term is defined herein;
- iii. At no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;
- iv. Any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts, such as tennis courts, is expressly prohibited by this language;
- v. Except as provided in subsection (b) below, fences higher than six feet shall not be installed on any part of the Property;
- vi. The Property, along with property currently owned by Buyer and described in Exhibit B ("Buyer's Property") attached hereto and incorporated herein by reference, will be held as one parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for subsection vi, Buyer's Property shall not be subject to any of the use restrictions contained in this Agreement;
- vii. The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and
- viii. In the event that Seller determines that these restrictions are not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have thirty (30) days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within the thirty (30) day period described above, and such cure is commenced within such thirty (30) day period

and thereafter diligently prosecuted to completion, additional time to cure, as determined by the County, will be allowed. If the Default Condition is not so cured, then all right, title, and interest in and to the Property shall revert back to Seller without further action by Seller. The record owner shall relinquish possession and execute a quitclaim deed conveying the Property to Seller upon request. In no event shall Seller have the right to take title to the Buyer's Property.

The defined terms are as follows:

- a. Habitable Structures is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including, but not limited to, (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves, or other equipment for the purpose of preparing food; and (2) bathroom facilities including toilets, sinks, tubs, and showers.
 - b. Fire Break Construction is defined as construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within five (5) feet of the nearest property line of the Property
- D. Seller's reservation to itself and exception from the conveyance contemplated herein of all oil, gas, hydrocarbons, or other minerals in and under the Property, without the use of the surface or subsurface, to a depth of five hundred (500) feet, measured vertically, from the surface of the Property.
- E. Seller shall convey the Property on or before the later of (i) October 21, 2008, or (ii) a date occurring fifteen (15) days after the date the County of Los Angeles Board of Supervisors approves the sale of the Property.

In satisfaction of item C.vi. above, Buyer agrees to execute the Covenant and Agreement to Hold Property as One Parcel, attached hereto as Exhibit C and incorporated herein by reference.

5. Title. Buyer understands that the Property is being sold without any warranty regarding the condition of title to the Property; Buyer accepts all matters of record and understands that Seller will not provide a policy of title insurance and makes no representations or warranties as to condition of title. Seller recommends that Buyer retain, at Buyer's sole cost and expense, a licensed title company to issue a policy of title insurance. Buyer agrees that the condition of title shall not be cause for Buyer's

cancellation of this Agreement and in the event Buyer cancels the sale because of problems related to title, then Seller shall retain the Down Payment.

6. Recording. Seller shall prepare the Deed indicating title to the Property to be vested in the name of the Buyer as follows: Bill Holt, a married man as his sole and separate property, and shall cause the Deed to be recorded in the official records of the Los Angeles County Recorder.

7. Delivery of Deed. Seller shall transmit to Buyer a copy of the Deed stamped by the Recorder, the original of which shall be mailed to the Buyer by the Recorder at the address for notice to Buyer pursuant to Section 13 hereof.

8. Condition of the Property.

- A. Buyer acknowledges that Buyer is purchasing the Property "as is," solely in reliance on Buyer's own investigation, and that no representation or warranty of any kind whatsoever, express or implied, has been made by Seller or Seller's agents. Any information given or disclosure made to Buyer by Seller or Seller's agents concerning the Property shall not constitute a representation or warranty made by Seller. Buyer has been given the full opportunity to inspect the Property prior to execution of this Agreement. Buyer shall assume the cost and expense for the removal of all contaminated materials, toxic or hazardous substances, and asbestos, if any, on the Property.
- B. Seller has disclosed to Buyer the following information that impacts Buyer's use of the Property: None, other than as set forth herein. Such disclosures are not exhaustive and do not imply that no other conditions impact Buyer's use of, or the value of the Property or that other conditions are not known to Seller.
- C. Buyer also acknowledges that it is aware of all zoning regulations, other governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Property, and Buyer agrees to purchase the Property in said condition.
- D. Buyer waives any and all claims, and agrees to indemnify, defend, save, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents, from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever.

9. Possession/Risk of Loss. All risk of loss or damage with respect to the Property shall pass from Seller to Buyer upon recordation of the Deed.

10. Brokerage Commission. Buyer and Seller hereby acknowledge and represent that there are no broker's commission or finder's fees due in connection with

the transaction contemplated by this Agreement. Each party shall indemnify and hold the other party harmless from any claim of any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of either party with respect to the transaction contemplated hereunder.

11. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or agreements made or purported to be executed or made between the parties prior to the date hereof, the provisions contained in this Agreement shall in all instances govern and prevail.

12. Assignment. This Agreement is not assignable. Buyer shall not assign or attempt to assign this Agreement, or any rights hereunder, to any other person or entity. Any such assignment or purported assignment shall be null and void, and of no force and effect whatsoever.

13. Notices. All notices, demands, and requests required or desired to be given pursuant to this Agreement by either party shall be sent by United States Mail, registered or certified, postage prepaid, and addressed to the parties as follows:

Seller: County of Los Angeles
Chief Executive Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: William L. Dawson
Acting Director of Real Estate

Buyer: Bill Holt
2733 Villa Vista Way
Orange, CA 92867

Notices, demands, and requests served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement at the time the notice, demand, or request is postmarked to the addresses shown above.

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15. Seller's Remedies. In the event of Buyer's failure to consummate the transaction contemplated by this Agreement, Seller shall have all remedies in law and equity, and shall be entitled to enforce this Agreement and to obtain the benefit of the bargain contained herein. The retention by Seller of the Down Payment to set off such consequential damages based on the cost to the Seller of the sale shall not be deemed a waiver or relinquishment of any other remedies.

THE DOWN PAYMENT SHALL BE RETAINED BY SELLER, IN THE EVENT OF BUYER'S FAILURE TO CONSUMMATE THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT, TO COMPENSATE SELLER FOR THE COST ASSOCIATED

WITH NEGOTIATING, OBTAINING BOARD OF SUPERVISOR APPROVAL AND ENTERING INTO THIS AGREEMENT. THE DOWN PAYMENT AMOUNT SHALL BE PRESUMED TO BE A REASONABLE ESTIMATE OF THE AMOUNT OF ACTUAL CONSEQUENTIAL DAMAGES SUSTAINED BY SELLER BECAUSE OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY. SELLER HAS AUDITED ITS HISTORIC COSTS OF CONDUCTING NEGOTIATIONS, OBTAINING BOARD OF SUPERVISOR APPROVAL AND ENTERING INTO THIS AGREEMENT AND HAS DETERMINED THAT SUCH COSTS EXCEED TWENTY FIVE THOUSAND DOLLARS (\$25,000). AS SUCH, IN THE EVENT OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY, BUYER AND SELLER AGREE AS FOLLOWS: (1) THAT SELLER'S RETENTION OF THE DOWN PAYMENT IS PARTICULARLY APPROPRIATE FOR THIS TRANSACTION; (2) THAT THE AMOUNT OF THE DOWN PAYMENT IS INSUFFICIENT TO COVER SELLER'S COST OF THIS TRANSACTION; AND (3) THAT THE DOWN PAYMENT SHALL BE RETAINED BY SELLER, TOGETHER WITH ALL REMEDIES AT LAW OR IN EQUITY TO OTHERWISE ENFORCE THIS AGREEMENT AND OBTAIN THE BENEFIT OF THE BARGAIN. SELLER'S OTHER REMEDIES SHALL INCLUDE, WITHOUT LIMITATION, THE RIGHT TO SUE FOR THE EXCESS, IF ANY, WHICH WOULD HAVE BEEN DUE TO THE SELLER UNDER THIS AGREEMENT OVER THE VALUE OF THE PROPERTY TO SELLER, PLUS INTEREST, OR THE RIGHT TO SUE FOR SPECIFIC PERFORMANCE OF THIS AGREEMENT.

Seller's Initials _____

Buyer's Initials ASH

16. County Lobbyist Ordinance. Buyer is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate this Agreement.

17. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.

18. Binding on Successors. Subject to the limitations set forth herein, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

19. Governing Law and Forum. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Agreement shall be conducted in the courts of the County of Los Angeles, State of California.

20. Waivers. No waiver by either party of any provision hereof shall be

deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.

21. Captions. The captions and the section and subsection numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.

22. No Presumption Re: Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

23. Assistance of Counsel. Each party hereto either had the assistance of counsel or had counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.

24. Required Actions of Buyer and Seller. Buyer and Seller agree to execute all such instruments and documents and to take all action as may be required in order to consummate the purchase and sale herein contemplated.

25. Power and Authority. The Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

26. Survival of Covenants. The covenants, agreements, representations, and warranties made herein are intended to survive the consummation of the sale of the Property and recordation of the Deed.

27. Interpretation. Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

28. Entire Agreement. This Agreement contains the entire agreement between the parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Seller and Buyer.

IN WITNESS HEREOF, the parties have executed this Agreement as of the day and year first written above.

BUYER

Bill Holt

By: 
Bill Holt

Upon approval of this Agreement, a signed copy will be mailed to Buyer.

SELLER

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

Sachi A. Hamai
Executive Officer, Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.


By 
Deputy

EXHIBIT A
LEGAL DESCRIPTION
PROPERTY TO BE ACQUIRED

APN: 4441-005-905 (PORTION)

That portion of Lot 8 of Tract No. 3729 as per map recorded in Book 41, pages 17 to 20 of Maps, recorded with the Registrar-Recorder of Los Angeles County described as follows:

Lots 30 and 35 as shown on Record of Survey Map filed in Book 44, pages 36 and 37 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

EXHIBIT B
LEGAL DESCRIPTION
PROPERTY CURRENTLY OWNED BY BUYER

APN: 4441-005-018 (PORTION)

That portion of Lot 8 of Tract No. 3729 as per map recorded in Book 41, pages 17 to 20 of Maps, recorded with the Registrar-Recorder of Los Angeles County described as follows:

Lot 68 as shown on Record of Survey Map filed in Book 44, pages 36 and 37 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

EXHIBIT C

RECORDING REQUESTED BY & MAIL TO

County of Los Angeles
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: William L. Dawson

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL

The undersigned hereby certify that they are the owner of the real property described below located in the Topanga area of the Unincorporated County of Los Angeles, State of California that is legally described as follows:

Parcel A

That portion of Lot 8 of Tract No. 3729 as per map recorded in Book 41, pages 17 to 20 of Maps, recorded with the Registrar-Recorder of Los Angeles County described as follows:

Lots 30 and 35 as shown on Record of Survey Map filed in Book 44, pages 36 and 37 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

Parcel B

That portion of Lot 8 of Tract No. 3729 as per map recorded in Book 41, pages 17 to 20 of Maps, recorded with the Registrar-Recorder of Los Angeles County described as follows:

Lot 68 as shown on Record of Survey Map filed in Book 44, pages 36 and 37 of Records of Survey in the Office of the County Recorder of the County of Los Angeles, referred to as Buyer's Property in Deed from County of Los Angeles recorded concurrently herewith.

This property is located at and is known by the following address and Assessor Parcel Numbers (APN):
APN: 4441-005-905 (PORTION) and 4441-005-018 (Portion) located adjacent to Cheney Drive, Topanga, CA 90290.


I hereby agree and covenant with the County of Los Angeles that the above legally described real property shall be merged and held as one parcel and no portion shall be sold separately.

This covenant and agreement is executed for the purpose of prohibiting the further subdivision of the land described herein.

This covenant and agreement shall run with all the above described land and shall be binding upon myself, and future owners, encumbrancers, their successors, heirs, or assignees and shall continue in

effect in perpetuity.

Agreed to:


Bill Holt

Notary Page for Covenant and Agreement to Hold Property As One Parcel

State of California }
County of Orange }

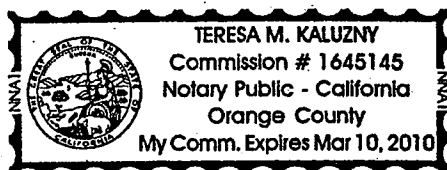
On July 28, 2008 before me, Teresa M. Kaluzny,
a Notary Public, personally appeared Bill Holt

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Teresa M Kaluzny



SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2008 by and between the **COUNTY OF LOS ANGELES** ("Seller"), and Elena M. Roche ("Buyer"). Based upon the mutual consideration provided for herein, Seller and Buyer agree as follows:

1. Sale and Purchase. Seller is the owner of certain real property adjoining Cheney Drive, in the Topanga area of unincorporated County of Los Angeles, State of California and legally described in Exhibit A, attached hereto and incorporated herein by reference ("Property"). Seller desires to sell the Property, and convey it to Buyer, and Buyer desires to purchase the Property and accept it from Seller, for the consideration and on the terms and conditions hereinafter set forth.

2. Purchase Price. The purchase price ("Purchase Price") for the Property is Nine Thousand Three Hundred and NO/100 Dollars (\$9,300.00), payable by Buyer to Seller as follows:

A. Nine Hundred Thirty and NO/100 Dollars (\$930.00) receipt of which is hereby acknowledged by the Seller ("Down Payment"). The Down Payment shall be refunded to Buyer only in the event the Property is not conveyed to Buyer due to Seller's inability to convey the Property.

B. The remaining balance of Eight Thousand Three Hundred Seventy and NO/100 Dollars (\$8,370.00) to be paid in full on October 20, 2008, which is one business day prior to the conveyance of the Property in accordance with Section 4.

Payments shall be made by certified check payable to the County of Los Angeles.

3. Costs. All costs and expenses related to this transaction shall be paid by Buyer, including, but not limited to, the cost of a title insurance policy, and all documentary transfer taxes and document drafting, recording and any other miscellaneous charges and fees. In the event any cost or expense is paid by Seller, Buyer shall immediately upon Seller's request remit a check payable to the County of Los Angeles in an amount equal to such costs and expenses.

4. Conveyance and Closing Date. Seller shall convey the Property to Buyer by quitclaim deed ("Deed"), subject to:

A. All taxes, interest, penalties, and assessments of record assessed but not yet due, if any;

B. Covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record, if any; and

C. The following restrictions:

- i. At no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;
- ii. The Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction as that term is defined herein;
- iii. At no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;
- iv. Any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts, such as tennis courts, is expressly prohibited by this language;
- v. Except as provided in subsection (b) below, fences higher than six feet shall not be installed on any part of the Property;
- vi. The Property, along with property currently owned by Buyer and described in Exhibit B ("Buyer's Property") attached hereto and incorporated herein by reference, will be held as one parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for subsection vi, Buyer's Property shall not be subject to any of the use restrictions contained in this Agreement;
- vii. The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and
- viii. In the event that Seller determines that these restrictions are not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have thirty (30) days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within the thirty (30) day period described above, and such cure is commenced within such thirty (30) day period

and thereafter diligently prosecuted to completion, additional time to cure, as determined by the County, will be allowed. If the Default Condition is not so cured, then all right, title, and interest in and to the Property shall revert back to Seller without further action by Seller. The record owner shall relinquish possession and execute a quitclaim deed conveying the Property to Seller upon request. In no event shall Seller have the right to take title to the Buyer's Property.

The defined terms are as follows:

- a. Habitable Structures is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including, but not limited to, (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves, or other equipment for the purpose of preparing food; and (2) bathroom facilities including toilets, sinks, tubs, and showers.
 - b. Fire Break Construction is defined as construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within five (5) feet of the nearest property line of the Property
- D. Seller's reservation to itself and exception from the conveyance contemplated herein of all oil, gas, hydrocarbons, or other minerals in and under the Property, without the use of the surface or subsurface, to a depth of five hundred (500) feet, measured vertically, from the surface of the Property.
- E. Seller shall convey the Property on or before the later of (i) October 21, 2008, or (ii) a date occurring fifteen (15) days after the date the County of Los Angeles Board of Supervisors approves the sale of the Property.

In satisfaction of item C.vi. above, Buyer agrees to execute the Covenant and Agreement to Hold Property as One Parcel, attached hereto as Exhibit C and incorporated herein by reference.

5. Title. Buyer understands that the Property is being sold without any warranty regarding the condition of title to the Property; Buyer accepts all matters of record and understands that Seller will not provide a policy of title insurance and makes no representations or warranties as to condition of title. Seller recommends that Buyer retain, at Buyer's sole cost and expense, a licensed title company to issue a policy of title insurance. Buyer agrees that the condition of title shall not be cause for Buyer's

cancellation of this Agreement and in the event Buyer cancels the sale because of problems related to title, then Seller shall retain the Down Payment.

6. Recording. Seller shall prepare the Deed indicating title to the Property to be vested in the name of the Buyer as follows: Elena M. Roche, a married woman as her sole and separate property, and shall cause the Deed to be recorded in the official records of the Los Angeles County Recorder.

7. Delivery of Deed. Seller shall transmit to Buyer a copy of the Deed stamped by the Recorder, the original of which shall be mailed to the Buyer by the Recorder at the address for notice to Buyer pursuant to Section 13 hereof.

8. Condition of the Property.

- A. Buyer acknowledges that Buyer is purchasing the Property "as is," solely in reliance on Buyer's own investigation, and that no representation or warranty of any kind whatsoever, express or implied, has been made by Seller or Seller's agents. Any information given or disclosure made to Buyer by Seller or Seller's agents concerning the Property shall not constitute a representation or warranty made by Seller. Buyer has been given the full opportunity to inspect the Property prior to execution of this Agreement. Buyer shall assume the cost and expense for the removal of all contaminated materials, toxic or hazardous substances, and asbestos, if any, on the Property.
- B. Seller has disclosed to Buyer the following information that impacts Buyer's use of the Property: None, other than as set forth herein. Such disclosures are not exhaustive and do not imply that no other conditions impact Buyer's use of, or the value of the Property or that other conditions are not known to Seller.
- C. Buyer also acknowledges that it is aware of all zoning regulations, other governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Property, and Buyer agrees to purchase the Property in said condition.
- D. Buyer waives any and all claims, and agrees to indemnify, defend, save, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents, from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever.

9. Possession/Risk of Loss. All risk of loss or damage with respect to the Property shall pass from Seller to Buyer upon recordation of the Deed.

10. Brokerage Commission. Buyer and Seller hereby acknowledge and represent that there are no broker's commission or finder's fees due in connection with

the transaction contemplated by this Agreement. Each party shall indemnify and hold the other party harmless from any claim of any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of either party with respect to the transaction contemplated hereunder.

11. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or agreements made or purported to be executed or made between the parties prior to the date hereof, the provisions contained in this Agreement shall in all instances govern and prevail.

12. Assignment. This Agreement is not assignable. Buyer shall not assign or attempt to assign this Agreement, or any rights hereunder, to any other person or entity. Any such assignment or purported assignment shall be null and void, and of no force and effect whatsoever.

13. Notices. All notices, demands, and requests required or desired to be given pursuant to this Agreement by either party shall be sent by United States Mail, registered or certified, postage prepaid, and addressed to the parties as follows:

Seller: County of Los Angeles
Chief Executive Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: William L. Dawson
Acting Director of Real Estate

Buyer: Elena M. Roche
20277 W. Rochemont Drive
Topanga, CA 90290

Notices, demands, and requests served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement at the time the notice, demand, or request is postmarked to the addresses shown above.

14. Time is of the Essence. Time is of the essence for each and every term, condition, covenant, obligation, and provision of this Agreement.

15. Seller's Remedies. In the event of Buyer's failure to consummate the transaction contemplated by this Agreement, Seller shall have all remedies in law and equity, and shall be entitled to enforce this Agreement and to obtain the benefit of the bargain contained herein. The retention by Seller of the Down Payment to set off such consequential damages based on the cost to the Seller of the sale shall not be deemed a waiver or relinquishment of any other remedies.

THE DOWN PAYMENT SHALL BE RETAINED BY SELLER, IN THE EVENT OF BUYER'S FAILURE TO CONSUMMATE THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT, TO COMPENSATE SELLER FOR THE COST ASSOCIATED

WITH NEGOTIATING, OBTAINING BOARD OF SUPERVISOR APPROVAL AND ENTERING INTO THIS AGREEMENT. THE DOWN PAYMENT AMOUNT SHALL BE PRESUMED TO BE A REASONABLE ESTIMATE OF THE AMOUNT OF ACTUAL CONSEQUENTIAL DAMAGES SUSTAINED BY SELLER BECAUSE OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY. SELLER HAS AUDITED ITS HISTORIC COSTS OF CONDUCTING NEGOTIATIONS, OBTAINING BOARD OF SUPERVISOR APPROVAL AND ENTERING INTO THIS AGREEMENT AND HAS DETERMINED THAT SUCH COSTS EXCEED TWENTY FIVE THOUSAND DOLLARS (\$25,000). AS SUCH, IN THE EVENT OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY, BUYER AND SELLER AGREE AS FOLLOWS: (1) THAT SELLER'S RETENTION OF THE DOWN PAYMENT IS PARTICULARLY APPROPRIATE FOR THIS TRANSACTION; (2) THAT THE AMOUNT OF THE DOWN PAYMENT IS INSUFFICIENT TO COVER SELLER'S COST OF THIS TRANSACTION; AND (3) THAT THE DOWN PAYMENT SHALL BE RETAINED BY SELLER, TOGETHER WITH ALL REMEDIES AT LAW OR IN EQUITY TO OTHERWISE ENFORCE THIS AGREEMENT AND OBTAIN THE BENEFIT OF THE BARGAIN. SELLER'S OTHER REMEDIES SHALL INCLUDE, WITHOUT LIMITATION, THE RIGHT TO SUE FOR THE EXCESS, IF ANY, WHICH WOULD HAVE BEEN DUE TO THE SELLER UNDER THIS AGREEMENT OVER THE VALUE OF THE PROPERTY TO SELLER, PLUS INTEREST, OR THE RIGHT TO SUE FOR SPECIFIC PERFORMANCE OF THIS AGREEMENT.

Seller's Initials _____

Buyer's Initials ER

16. County Lobbyist Ordinance. Buyer is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate this Agreement.

17. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.

18. Binding on Successors. Subject to the limitations set forth herein, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

19. Governing Law and Forum. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Agreement shall be conducted in the courts of the County of Los Angeles, State of California.

20. Waivers. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.

21. Captions. The captions and the section and subsection numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.

22. No Presumption Re: Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

23. Assistance of Counsel. Each party hereto either had the assistance of counsel or had counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.

24. Required Actions of Buyer and Seller. Buyer and Seller agree to execute all such instruments and documents and to take all action as may be required in order to consummate the purchase and sale herein contemplated.

25. Power and Authority. The Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

26. Survival of Covenants. The covenants, agreements, representations, and warranties made herein are intended to survive the consummation of the sale of the Property and recordation of the Deed.

27. Interpretation. Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

28. Entire Agreement. This Agreement contains the entire agreement between the parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Seller and Buyer.

IN WITNESS HEREOF, the parties have executed this Agreement as of the day and year first written above.

BUYER

Elena M. Roche

By: 
Elena M. Roche

Upon approval of this Agreement, a signed copy will be mailed to Buyer.

SELLER

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

Sachi A. Hamai
Executive Officer, Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.

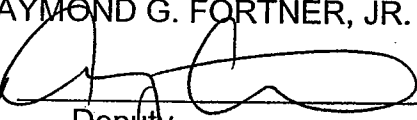
By 
Deputy

EXHIBIT A
LEGAL DESCRIPTION
PROPERTY TO BE ACQUIRED

APN: 4441-005-905 (PORTION)

That portion of Lot 8 of Tract No. 3729 as per map recorded in Book 41, pages 17 to 20 of Maps, recorded with the Registrar-Recorder of Los Angeles County described as follows:

Lots 31, 32, 33, and 34 as shown on Record of Survey Map filed in Book 44, pages 36 and 37 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

EXHIBIT B
LEGAL DESCRIPTION
PROPERTY CURRENTLY OWNED BY BUYER

APN: 4441-005-018 (PORTION)

That portion of Lot 8 of Tract No. 3729 as per map recorded in Book 41, pages 17 to 20 of Maps, recorded with the Registrar-Recorder of Los Angeles County described as follows:

Lot 70 as shown on Record of Survey Map filed in Book 44, pages 36 and 37 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

EXHIBIT C

RECORDING REQUESTED BY & MAIL TO

County of Los Angeles
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: William L. Dawson

•
•
•
•
•

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL

The undersigned hereby certify that they are the owner of the real property described below located in the Topanga area of the Unincorporated County of Los Angeles, State of California that is legally described as follows:

Parcel A

That portion of Lot 8 of Tract No. 3729 as per map recorded in Book 41, pages 17 to 20 of Maps, recorded with the Registrar-Recorder of Los Angeles County described as follows:

Lots 31, 32, 33, and 34 as shown on Record of Survey Map filed in Book 44, pages 36 and 37 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

Parcel B

That portion of Lot 8 of Tract No. 3729 as per map recorded in Book 41, pages 17 to 20 of Maps, recorded with the Registrar-Recorder of Los Angeles County described as follows:

Lot 70 as shown on Record of Survey Map filed in Book 44, pages 36 and 37 of Records of Survey in the Office of the County Recorder of the County of Los Angeles, referred to as Buyer's Property in Deed from County of Los Angeles recorded concurrently herewith.

This property is located at and is known by the following address and Assessor Parcel Numbers (APN):
APN: 4441-005-905 (PORTION), 4441-005-018 (PORTION), located adjacent to Cheney Drive, Topanga, CA 90290.

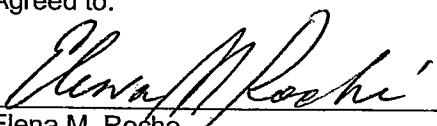
I hereby agree and covenant with the County of Los Angeles that the above legally described real property shall be merged and held as one parcel and no portion shall be sold separately.

This covenant and agreement is executed for the purpose of prohibiting the further subdivision of the land described herein.

This covenant and agreement shall run with all the above described land and shall be binding upon

myself, and future owners, encumbrancers, their successors, heirs, or assignees and shall continue in effect in perpetuity.

Agreed to:


Elena M. Roche

Notary Page for Covenant and Agreement to Hold Property As One Parcel

State of California }

County of Los Angeles }

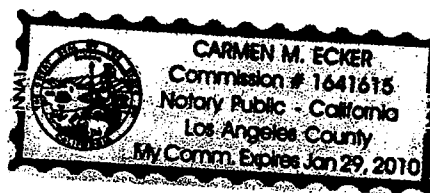
On July 9, 2008 before me, Carmen M Ecker,
a Notary Public, personally appeared Elena M. Roche

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Carmen M. Ecker



SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2008 by and between the **COUNTY OF LOS ANGELES** ("Seller"), and Alberta Fay McNulty ("Buyer"). Based upon the mutual consideration provided for herein, Seller and Buyer agree as follows:

1. Sale and Purchase. Seller is the owner of certain real property adjoining Cheney Drive, in the Topanga area of unincorporated County of Los Angeles, State of California and legally described in Exhibit A, attached hereto and incorporated herein by reference ("Property"). Seller desires to sell the Property, and convey it to Buyer, and Buyer desires to purchase the Property and accept it from Seller, for the consideration and on the terms and conditions hereinafter set forth.

2. Purchase Price. The purchase price ("Purchase Price") for the Property is Twenty Seven Thousand Sixteen and NO/100 Dollars (\$27,016.00), payable by Buyer to Seller as follows:

A. Two Thousand Seven Hundred One and 60/100 Dollars (\$2,701.60) receipt of which is hereby acknowledged by the Seller ("Down Payment"). The Down Payment shall be refunded to Buyer only in the event the Property is not conveyed to Buyer due to Seller's inability to convey the Property.

B. The remaining balance of Twenty Four Thousand Three Hundred Fourteen and 40/100 Dollars (\$24,314.40) to be paid in full on October 20, 2008, which is one business day prior to the conveyance of the Property in accordance with Section 4.

Payments shall be made by certified check payable to the County of Los Angeles.

3. Costs. All costs and expenses related to this transaction shall be paid by Buyer, including, but not limited to, the cost of a title insurance policy, and all documentary transfer taxes and document drafting, recording and any other miscellaneous charges and fees. In the event any cost or expense is paid by Seller, Buyer shall immediately upon Seller's request remit a check payable to the County of Los Angeles in an amount equal to such costs and expenses.

4. Conveyance and Closing Date. Seller shall convey the Property to Buyer by quitclaim deed ("Deed"), subject to:

- A. All taxes, interest, penalties, and assessments of record assessed but not yet due, if any;
- B. Covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record, if any; and

C. The following restrictions:

- i. At no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;
- ii. The Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction as that term is defined herein;
- iii. At no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;
- iv. Any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts, such as tennis courts, is expressly prohibited by this language;
- v. Except as provided in subsection (b) below, fences higher than six feet shall not be installed on any part of the Property;
- vi. The Property, along with property currently owned by Buyer and described in Exhibit B ("Buyer's Property") attached hereto and incorporated herein by reference, will be held as one parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for subsection vi, Buyer's Property shall not be subject to any of the use restrictions contained in this Agreement;
- vii. The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and
- viii. In the event that Seller determines that these restrictions are not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have thirty (30) days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within the thirty (30) day period described above, and such cure is commenced within such thirty (30) day period

such cure is commenced within such thirty (30) day period and thereafter diligently prosecuted to completion, additional time to cure, as determined by the County, will be allowed. If the Default Condition is not so cured, then all right, title, and interest in and to the Property shall revert back to Seller without further action by Seller. The record owner shall relinquish possession and execute a quitclaim deed conveying the Property to Seller upon request. In no event shall Seller have the right to take title to the Buyer's Property.

The defined terms are as follows:

- a. Habitable Structures is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including, but not limited to, (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves, or other equipment for the purpose of preparing food; and (2) bathroom facilities including toilets, sinks, tubs, and showers.
 - b. Fire Break Construction is defined as construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within five (5) feet of the nearest property line of the Property
- D. Seller's reservation to itself and exception from the conveyance contemplated herein of all oil, gas, hydrocarbons, or other minerals in and under the Property, without the use of the surface or subsurface, to a depth of five hundred (500) feet, measured vertically, from the surface of the Property.
- E. Seller shall convey the Property on or before the later of (i) October 21, 2008, or (ii) a date occurring fifteen (15) days after the date the County of Los Angeles Board of Supervisors approves the sale of the Property.

In satisfaction of item C.vi. above, Buyer agrees to execute the Covenant and Agreement to Hold Property as One Parcel, attached hereto as Exhibit C and incorporated herein by reference.

5. Title. Buyer understands that the Property is being sold without any warranty regarding the condition of title to the Property; Buyer accepts all matters of record and understands that Seller will not provide a policy of title insurance and makes no representations or warranties as to condition of title. Seller recommends that Buyer retain, at Buyer's sole cost and expense, a licensed title company to issue a policy of

cancellation of this Agreement and in the event Buyer cancels the sale because of problems related to title, then Seller shall retain the Down Payment.

6. Recording. Seller shall prepare the Deed indicating title to the Property to be vested in the name of the Buyer as follows: Alberta Fay McNulty, a married woman as her sole and separate property, and shall cause the Deed to be recorded in the official records of the Los Angeles County Recorder.

7. Delivery of Deed. Seller shall transmit to Buyer a copy of the Deed stamped by the Recorder, the original of which shall be mailed to the Buyer by the Recorder at the address for notice to Buyer pursuant to Section 13 hereof.

8. Condition of the Property.

- A. Buyer acknowledges that Buyer is purchasing the Property "as is," solely in reliance on Buyer's own investigation, and that no representation or warranty of any kind whatsoever, express or implied, has been made by Seller or Seller's agents. Any information given or disclosure made to Buyer by Seller or Seller's agents concerning the Property shall not constitute a representation or warranty made by Seller. Buyer has been given the full opportunity to inspect the Property prior to execution of this Agreement. Buyer shall assume the cost and expense for the removal of all contaminated materials, toxic or hazardous substances, and asbestos, if any, on the Property.
- B. Seller has disclosed to Buyer the following information that impacts Buyer's use of the Property: None, other than as set forth herein. Such disclosures are not exhaustive and do not imply that no other conditions impact Buyer's use of, or the value of the Property or that other conditions are not known to Seller.
- C. Buyer also acknowledges that it is aware of all zoning regulations, other governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Property, and Buyer agrees to purchase the Property in said condition.
- D. Buyer waives any and all claims, and agrees to indemnify, defend, save, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents, from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever.

9. Possession/Risk of Loss. All risk of loss or damage with respect to the Property shall pass from Seller to Buyer upon recordation of the Deed.

10. Brokerage Commission. Buyer and Seller hereby acknowledge and represent that there are no broker's commission or finder's fees due in connection with

the transaction contemplated by this Agreement. Each party shall indemnify and hold the other party harmless from any claim of any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of either party with respect to the transaction contemplated hereunder.

11. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or agreements made or purported to be executed or made between the parties prior to the date hereof, the provisions contained in this Agreement shall in all instances govern and prevail.

12. Assignment. This Agreement is not assignable. Buyer shall not assign or attempt to assign this Agreement, or any rights hereunder, to any other person or entity. Any such assignment or purported assignment shall be null and void, and of no force and effect whatsoever.

13. Notices. All notices, demands, and requests required or desired to be given pursuant to this Agreement by either party shall be sent by United States Mail, registered or certified, postage prepaid, and addressed to the parties as follows:

Seller: County of Los Angeles
Chief Executive Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea, Manager
Property Management

Buyer: Alberta Fay McNulty
3020 Oro Grande Blvd.
Lake Havasu City, AZ 86406

Notices, demands, and requests served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement at the time the notice, demand, or request is postmarked to the addresses shown above.

14. Time is of the Essence. Time is of the essence for each and every term, condition, covenant, obligation, and provision of this Agreement.

15. Seller's Remedies. In the event of Buyer's failure to consummate the transaction contemplated by this Agreement, Seller shall have all remedies in law and equity, and shall be entitled to enforce this Agreement and to obtain the benefit of the bargain contained herein. The retention by Seller of the Down Payment to set off such consequential damages based on the cost to the Seller of the sale shall not be deemed a waiver or relinquishment of any other remedies.

THE DOWN PAYMENT SHALL BE RETAINED BY SELLER, IN THE EVENT OF BUYER'S FAILURE TO CONSUMMATE THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT, TO COMPENSATE SELLER FOR THE COST ASSOCIATED

WITH NEGOTIATING, OBTAINING BOARD OF SUPERVISOR APPROVAL AND ENTERING INTO THIS AGREEMENT. THE DOWN PAYMENT AMOUNT SHALL BE PRESUMED TO BE A REASONABLE ESTIMATE OF THE AMOUNT OF ACTUAL CONSEQUENTIAL DAMAGES SUSTAINED BY SELLER BECAUSE OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY. SELLER HAS AUDITED ITS HISTORIC COSTS OF CONDUCTING NEGOTIATIONS, OBTAINING BOARD OF SUPERVISOR APPROVAL AND ENTERING INTO THIS AGREEMENT AND HAS DETERMINED THAT SUCH COSTS EXCEED TWENTY FIVE THOUSAND DOLLARS (\$25,000). AS SUCH, IN THE EVENT OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY, BUYER AND SELLER AGREE AS FOLLOWS: (1) THAT SELLER'S RETENTION OF THE DOWN PAYMENT IS PARTICULARLY APPROPRIATE FOR THIS TRANSACTION; (2) THAT THE AMOUNT OF THE DOWN PAYMENT IS INSUFFICIENT TO COVER SELLER'S COST OF THIS TRANSACTION; AND (3) THAT THE DOWN PAYMENT SHALL BE RETAINED BY SELLER, TOGETHER WITH ALL REMEDIES AT LAW OR IN EQUITY TO OTHERWISE ENFORCE THIS AGREEMENT AND OBTAIN THE BENEFIT OF THE BARGAIN. SELLER'S OTHER REMEDIES SHALL INCLUDE, WITHOUT LIMITATION, THE RIGHT TO SUE FOR THE EXCESS, IF ANY, WHICH WOULD HAVE BEEN DUE TO THE SELLER UNDER THIS AGREEMENT OVER THE VALUE OF THE PROPERTY TO SELLER, PLUS INTEREST, OR THE RIGHT TO SUE FOR SPECIFIC PERFORMANCE OF THIS AGREEMENT.

Seller's Initials _____

Buyer's Initials Amc

16. County Lobbyist Ordinance. Buyer is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate this Agreement.

17. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.

18. Binding on Successors. Subject to the limitations set forth herein, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

19. Governing Law and Forum. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Agreement shall be conducted in the courts of the County of Los Angeles, State of California.

20. Waivers. No waiver by either party of any provision hereof shall be

deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.

21. Captions. The captions and the section and subsection numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.

22. No Presumption Re: Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

23. Assistance of Counsel. Each party hereto either had the assistance of counsel or had counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.

24. Required Actions of Buyer and Seller. Buyer and Seller agree to execute all such instruments and documents and to take all action as may be required in order to consummate the purchase and sale herein contemplated.

25. Power and Authority. The Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

26. Survival of Covenants. The covenants, agreements, representations, and warranties made herein are intended to survive the consummation of the sale of the Property and recordation of the Deed.


27. Interpretation. Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

28. Entire Agreement. This Agreement contains the entire agreement between the parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Seller and Buyer.

IN WITNESS HEREOF, the parties have executed this Agreement as of the day and year first written above.

BUYER

Alberta Fay McNulty

By: 
Alberta Fay McNulty

Upon approval of this Agreement, a signed copy will be mailed to Buyer.

SELLER

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

Sachi A. Hamai
Executive Officer, Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.

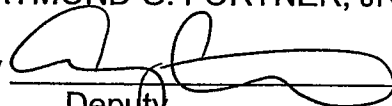
By 
Deputy

EXHIBIT A
LEGAL DESCRIPTION
PROPERTY TO BE ACQUIRED

APN: 4441-005-905 (PORTION)

That portion of Lot 8 of Tract No. 3729 as per map recorded in Book 41, pages 17 to 20 of Maps, recorded with the Registrar-Recorder of Los Angeles County described as follows:

Lots 23, 24, 25, 26, 27, 28, 29, 36, 37, and 38 as shown on Record of Survey Map filed in Book 44, pages 36 and 37 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

EXHIBIT B
LEGAL DESCRIPTION
PROPERTY CURRENTLY OWNED BY BUYER

APN: 4441-005-018 (PORTION)

That portion of Lot 8 of Tract No. 3729 as per map recorded in Book 41, pages 17 to 20 of Maps, recorded with the Registrar-Recorder of Los Angeles County described as follows:

Lot 66 as shown on Record of Survey Map filed in Book 44, pages 36 and 37 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

EXHIBIT C

RECORDING REQUESTED BY & MAIL TO

County of Los Angeles
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: William L. Dawson

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL

The undersigned hereby certify that they are the owner of the real property described below located in the Topanga area of the Unincorporated County of Los Angeles, State of California that is legally described as follows:

Parcel A

That portion of Lot 8 of Tract No. 3729 as per map recorded in Book 41, pages 17 to 20 of Maps, recorded with the Registrar-Recorder of Los Angeles County described as follows:

Lots 23, 24, 25, 26, 27, 28, 29, 36, 37, and 38 as shown on Record of Survey Map filed in Book 44, pages 36 and 37 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

Parcel B

That portion of Lot 8 of Tract No. 3729 as per map recorded in Book 41, pages 17 to 20 of Maps, recorded with the Registrar-Recorder of Los Angeles County described as follows:

Lot 66 as shown on Record of Survey Map filed in Book 44, pages 36 and 37 of Records of Survey in the Office of the County Recorder of the County of Los Angeles, referred to as Buyer's Property in Deed from County of Los Angeles recorded concurrently herewith.

This property is located at and is known by the following address and Assessor Parcel Numbers (APN):
APN: 4441-005-905 (PORTION) and 4441-005-018 (Portion) located adjacent to Cheney Drive, Topanga, CA 90290.

I hereby agree and covenant with the County of Los Angeles that the above legally described real property shall be merged and held as one parcel and no portion shall be sold separately.

This covenant and agreement is executed for the purpose of prohibiting the further subdivision of the land described herein.

This covenant and agreement shall run with all the above described land and shall be binding upon myself, and future owners, encumbrancers, their successors, heirs, or assignees and shall continue in effect in perpetuity.

Agreed to:

Alberta Fay McNulty

Notary Page for Covenant and Agreement to Hold Property As One Parcel

State of _____ }
County of _____ }

On _____ before me, _____,
a Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____